

## **Union Savings Bank Online Banking Terms and Conditions & Electronic Communications Disclosure**

Before opening your Union Savings Bank account or enrolling in a Service, you must review and accept the Bank's Electronic Communications Disclosure which addresses the provision of electronic copies of terms and conditions and other important account notices. If you do not want to receive electronic copies, and would prefer paper, you should exit the online application and visit your local branch. Our staff would be happy to help you open an account in person.

**Online Banking System Requirements:** Internet browser and computer operating system requirements for accessing Union Savings Bank Online Banking are available at:  
[www.unionsavings.com/faq/what-are-the-system-requirements-for-usb-online-banking/](http://www.unionsavings.com/faq/what-are-the-system-requirements-for-usb-online-banking/)

- Your browser settings must allow pop-ups for website and mobile to access all of the features.
- Cookies and JavaScript must be enabled to use Union Savings Bank Online Banking.
- Other browsers and operating systems may be used; however, may not be fully supported and some features may not function properly.
- For maximum security, always use the latest version of a browser as listed. Beta versions of browsers and operating systems are not recommended or supported.

### Union Savings Bank Electronic Communications Disclosure

Federal regulations and the laws of the State of Connecticut require us to provide you with certain important disclosures and account information as part of your application. You have the right to receive this information in paper form. We can provide these disclosures to you in electronic form if we obtain your consent. If you do not want to provide your consent, you can visit any branch of Union Savings Bank to apply for an account in person.

Your consent to receive disclosures and account information electronically includes all of the disclosures contained in the application or accessible by links in the application. In addition, your consent will apply to disclosures or account information we may send you in the future. These include, *but are not limited to* the following: privacy notices, change-in-terms notices, communications concerning errors that you report, "opt out" notices related to affiliate marketing, and new disclosures we are required by law to provide. Certain laws and regulations require that we obtain your written consent on some types of documents and contracts. This consent does not apply to those documents.

**Email Addresses:** Information will be sent electronically to the email address you specify in your application. You agree that you will provide this information to any co-applicants. If email is returned to us undelivered, we may, at our option, use any other email address that you or any co-applicant provided to us. We may also use the U.S. Postal Service. You agree that any information we send to you electronically will be considered received by you when it is provided by any of the means specified in this paragraph.

It is your responsibility to provide Union Savings Bank with any updates or changes to this email address as it is used to deliver security alerts triggered from online banking. You must notify us of any change to your email address by calling us locally at 203.830.4200 or toll free at 866.872.1866. You can change your email address within online banking by selecting the "change" link located next to your email address from the "Accounts Home Screen." Email notifications will be sent to both the original and new email address

**Third Party Websites:** Union Savings Bank may at times establish links between one or more websites operated by third parties. By clicking the link, you will be taken to one of our partner third party websites and will no longer be subject to, or under the protection of, the privacy and security policies of Union Savings Bank's website. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you.

**Copies:** You must print or save to your computer all of the disclosures provided to you with this application. If you require us to provide you with paper copies, contact us by calling 866.872.1866

**Withdrawal of Consent:** You may withdraw your consent to receive disclosures and account information electronically by calling us locally at 203.830.4200 or toll free at 866.872.1866. Instructions received from any co-applicant will apply to all co-applicants. Withdrawal will not apply to actions that are in process at the time your withdrawal of consent is received.

**Electronic Banking Services Agreement:** This Agreement and Disclosure provides information about Union Savings Bank consumer electronic banking services. This Agreement supersedes and replaces all prior versions and editions of the Agreement. By enrolling for the use of any Services described in this agreement, customer accepts and agrees to the terms and conditions of this Agreement as may be in effect from time to time.

This Agreement is also subject to applicable federal laws and the laws of the State of Connecticut. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

**Change in Terms:** We may change any term of this Agreement at any time without notice. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**Errors and Questions:** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

Telephone us at 866.872.1866 during customer service hours; contact us by using the application's e-messaging feature; and/or write us at:

USBonline Customer Service Center  
P.O. Box 647  
Danbury, CT 06813-0647

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**Definitions:** For the purposes of this document, "you" and "your" shall refer to each customer who uses services described in this agreement. "We," "us," or "our" shall refer to Union Savings Bank. "Business Day" means Monday through Friday, excluding bank and Federal holidays. "Processing Day" means every day except Sundays and Federal Holidays. "Consumer" means a natural person. The "Electronic Banking Services" refer to the services available under this Agreement. "Electronic Fund Transfer" and "EFT" mean any electronic transfer of funds made under this Agreement. Use of any of the following services are subject to the terms and conditions of this Agreement: Union Savings Bank Online Banking, USB Bill Pay, People Pay, e-statements, and Mobile Banking Services. Use of these services are also subject to the terms and conditions of any other applicable Agreements with Union Savings Bank.

- I. [Online Banking](#)
- II. [USB Bill Pay](#)
- III. [Mobile Banking](#)
- IV. [Zelle](#)

## **I – Online Banking**

- A. General Information about Online Banking:** You may use Online Banking virtually any time, day or night, 7 days a week; however, Online Banking may be temporarily unavailable due to Union Savings Bank's record updating, or technical difficulties. To utilize the services, you will need to enter your Online Banking Password and otherwise satisfy the system's security procedures. Electronic statements are accessible within online banking. If you are receiving electronic statements and discontinue the service you may be charged a \$3.00 paper statement fee.
- B. Application Process:** To be eligible to use Union Savings Bank Online, you must complete an online application which can be found on our website and choose a User ID and Password. If your application is accepted, you will be able to access Online Banking pursuant to online instructions with regard to the use of Online Banking. Before you use Online Banking, you must read this Agreement and the online instructions. Your use of any of the Online Banking services means that you agree to the terms and conditions stated in the Agreement and the online instructions.
- C. Security Procedures:** When you enroll in Online Banking, you understand that you will define a new permanent Password. The Online Banking User ID and Password are confidential and should NOT be disclosed to third parties. You are responsible for the safekeeping of your User ID and Password. You agree not to disclose or otherwise make your User ID and Password available to anyone.
- D. Liability for Unauthorized Use:** You will notify us immediately if you believe that your User ID and/or Password has become known to an unauthorized person. Telephoning us AT ONCE in the number listed in the "Errors and Questions" section above is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

You could lose all the money in your deposit account(s) accessed through Online Banking (plus your maximum overdraft line of credit, if any) if you don't inform us that your Online Banking Password has become known to an unauthorized person. If you tell us within two business days after it is known to you, you can lose no more than \$50.00 if an unauthorized person used your Online Banking Password to access Online banking without your permission. If you do not tell us within two business days after you have learned that your Online Banking Password has become known to an unauthorized person and we can prove that we could have stopped someone from using your Online Banking Password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make, you will notify us immediately. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we may extend the time periods.

### **E. Transfers:**

#### **1. Transfer Authorization and Processing:**

- a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us

(Internal Transfers; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand (External Transfers). You represent and warrant that you are an owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 7 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- iii. The transfer is refused as described in section 4 below;
- iv. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- vi. If a funds transfer completed online or through mobile banking between accounts at Union Savings Bank before 11:00pm (Eastern Time) on a processing day, that will be considered the day of your deposit. A funds transfer made after 11:00pm (Eastern Time) will be considered deposited on the next processing day.

2. Responsibility for Accuracy. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

3. Transfer Methods, Amounts, and Timing. We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

4. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our

then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an “unclaimed funds” account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

5. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact the Customer Service Center at 866.872.1866. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

6. Taxes. It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

7. Service Fees and Additional Charges. Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

8. Failed Or Returned Transfers. In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- (i) You will reimburse us immediately upon demand the transfer amount that has been returned to us;
- (ii) We are authorized to report the facts concerning the return to any credit reporting agency.

9. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer care for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service’s help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information

10. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

11. Returned Transfers. In using the Service, you understand transfers may be returned for various

reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

12. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

13. You accept the following additional terms and conditions when you use the External Transfer Service (ETS) feature of the Service to transfer funds between your account(s) with us and account(s) held at other financial institutions:

- a) You agree to use the ETS for legal purpose and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under the regulation of the US Treasury Department.
- b) You may choose to add any of the bank accounts ("ET Accounts") which you would like to use with ETS. All ET Accounts must be with financial institutions in the United States. Not all types of accounts – for example, retirement accounts -- are available for External Transfer Service. You must check with your financial institution to verify its ability to participate in electronic External Transfer Service.
- c) A maximum of three (3) external accounts can be linked for the purpose of initiating transfers through the Bank's online banking service at any one time. The following limits apply to ETS initiated through the Bank's consumer online banking service:

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| <ul style="list-style-type: none"><li>• Single Transaction Limit: \$2,000</li><li>• Daily Transaction Limit: \$10,000</li></ul> |
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- d) A bank account may be added or deleted by you at anytime.
  - (i) To add an ET Account, you authorize ETS to access such ET Account as needed to provide this service.
  - (ii) Upon adding a bank account, you authorize ETS to make small deposits and/or withdrawals to the bank account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals. The bank account will be available – 'activated' for use with ETS service upon online verification of the amount of the deposits/withdrawals.
  - (iii) In your specific set-up there may be some ET Account authorization and activation with or without this deposit verification process.
  - (iv) Upon your request, ETS will make electronic transfers from above bank accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this service constitute your written authorization for such transfers.
  - (v) US Federal regulations require your bank to limit the number of transactions that you authorize using your savings or money market account. Transactions funded from your savings or money market accounts will count towards this limit. You should

check with your bank regarding their policy.

- (vi) The financial institution may not investigate discrepancies between account number and names on the account. You agree that we are not responsible to investigate such discrepancies and may execute the transaction with account number reference only.
- (vii) If any of your ET Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this ETS. If you do not give such consent, you should not use that account and we will terminate your use of ETS if we are notified of such situation.
  - 1) You represent and warrant that you are owner of and have the right to access, use, and authorize us to use these ET Accounts for information and funds transfer purpose as defined in this Agreement.
  - 2) You represent and warrant that the information you provided here is true, accurate and complete and you have the legal rights to share this with us. You are granting us the legal power of attorney to access the ET Accounts and take whatever actions are necessary, including but not limited to, transfer of funds to provide the services under this Agreement.
  - 3) You may not be able to cancel a transaction once you 'submit' it. You also acknowledge that once the recipient picks up money, it is non- reversible and non- refundable.
  - 4) A history of your past transactions is kept online. ETS does not provide any paper statement or confirmation. All the communication with you is through the online service.
  - 5) The current balance information, if available within the service, may not be accurate due to many factors such as timing or posting difference or errors. Contact your financial institution to get most up-to-date available balance information.
  - 6) Business days are Monday through Friday, excluding federal holidays. If you close any of your ET Accounts, you are responsible for removing it from this service to avoid any transaction failure and charges related to a failed transaction. You may be charged additional fees for failed transactions.
  - 7) No International transactions are supported with this service.
  - 8) We are not responsible for money sent to unintended recipients because you provided or selected incorrect information.
  - 9) All transactions will flow through your ET Accounts established with the system, and all funds in those accounts are considered available for use in the transaction service. There may be limits on transaction amount imposed by the service or financial institution.
  - 10) Typical time to Send / Receive money using the ACH network is 3 to 5 days; however, your specific transaction time may vary from this, and we do not guarantee any specific turnaround time for the ETS. You should check your accounts to see debiting or crediting of the amounts to confirm the status of funds.
  - 11) There may be limitations related to each transaction, such as total amount, number of transactions allowed, or total transaction amounts. They are typically defined by your financial institution and are displayed within the service overview.
  - 12) You agree you may have to pay transaction fees associated with this



service. Such fees are typically defined by your financial institution and are displayed with the service overview. Fees associated with each transfer are non-refundable. We may process a transaction against your account without notice to you. Any failed transaction due to insufficient funds or rejection or reversal of transaction by your ET Accounts institution may be subject to a charge.

- 13) You further agree that we shall not be liable for any losses, costs, fees, or damages of any kind incurred by you as a result of your use of the External Transfer Service, our access to your accounts, our debiting or crediting your accounts, our inability to debit or credit your accounts or any inaccuracy, misinformation, charges or fees applied by the account-holding institution or third parties, or any limitations related to funds transfer transactions. We have the right to terminate your use of the service, reject, reverse, or cancel any transactions you initiate, and/or restrict or condition your ability to transact at any time and for any reason, including but not limited to:
- (ii) Insufficient funds in your account
  - (iii) Your sharing or disclosing your password with anyone
  - (iv) Suspicious activity
  - (v) Order of any law enforcement agency
  - (vi) Our inability to verify information you provided
  - (vii) Your providing us with false or inaccurate information
  - (viii) Hacking, tampering, or impacting the service functionality, availability or security
  - (ix) Using the service for unlawful purpose, or
  - (x) Failing to cooperate with any information request or to remit service fees that are due and owed to us.
- 14) If your account ever reflects an amount owed to us, you agree to pay such amount to us immediately upon demand. You also agree to pay for all collection costs including reasonable attorney's fees and costs. For funds transfer transactions, we debit one of ET Accounts and credit another of the ET Accounts. If the debit transaction fails and the credit transaction has been completed, you authorize us to collect from the ET Account to which the credit was sent. We reserve the right to resubmit a debit, or partial debit against any of your ET Accounts to recover any deficiency resulting from the original amount plus any fees imposed.
- 15) You understand that these terms and conditions of use of ETS are additive to overall Service terms and conditions.

## II – Bill Pay

### TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

#### A. Service Definitions:

**“Service”** means the bill payment service offered by Union Savings bank.

**“Agreement”** means these terms and conditions of the bill payment service.

**“Biller”** is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**“Payee”** is recipient of the payment.

**“Payment Instruction”** is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**“Payment Account”** is the checking account from which bill payments will be debited.

**“Billing Account”** is the checking account from which all Service fees will be automatically debited.

**“Business Day”** is every Monday through Friday, excluding Federal Reserve holidays.

**“Scheduled Payment Date”** is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

**“Scheduled Payment”** is a payment that has been scheduled through the Service but has not begun processing.

**“Due Date”** is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**“Send on Date”** is the date you select when scheduling your payment in Online Banking. It is displayed within the calendar widget when scheduling a bill payment. The funds to cover this payment must be in your account to process. For paper check payments, The Send On date is when Union Savings Bank will check to see if the funds are in your account at approximately 9:00 p.m. EST.

**“Deliver by Date”** is the date you select that you would like your payment to be received by and is displayed within the calendar widget when scheduling a bill payment. The processing time for electronic payments is approximately 3 business days to arrive to the person/vendor you are paying. The processing for paper check payments time is approximately 5 business days to arrive to the person/vendor you are paying. These checks are sent as if they were from you and funds will be withdrawn from your account when the payee cashes your check

**B. Payment Scheduling:** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date less

than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement, unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

- C. The Service Guarantee:** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.
- D. Payment Authorization and Payment Remittance:** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly; however, the Service shall incur no liability, and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- E. Payment Methods:** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Union Savings Bank (“USB”) for payment).

**F. Payment Cancellation Requests:** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

**G. Stop Payment Requests:** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the fee schedule

**H. Prohibited Payments:** Payments to Billers outside of the United States or its territories are prohibited through the Service.

**I. Exception Payments:** Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

**J. Bill Delivery and Presentment:** This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- Information provided to the Biller – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller's informing you about Service and/or bill information.
- Activation – Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that

Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

- **Notification** – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log-on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- **Cancellation of electronic bill notification** – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- **Non-Delivery of electronic bill(s)** – You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- **Accuracy and dispute of electronic bill** – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**K. Exclusions of Warranties:** THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**L. Password and Security:** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866.872.1866 during customer service hours.

**M. Your Liability for Unauthorized Transfers:** If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you

had told us, you could be liable for as much as \$500.00. If your monthly USB statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**N. Disclosure of Account Information to Third Parties:** It is our general policy to treat your account information as confidential; however, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

**O. Service Fees and Additional Charges:** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**P. Failed or Returned Transactions:** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service.

**Q. Address or Banking Changes:** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**R. Service Termination, Cancellation, or Suspensions:** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- Telephone us at (866) 719-ONLINE (719-6654) during customer service hours; and/or Write us at:

USB Online Customer Service Center  
P.O. Box 647  
Danbury, CT 06813-0647

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

- S. Biller Limitation:** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.
- T. Returned Payments:** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.
- U. Information Authorization:** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or USB (for example, to resolve payment posting problems or for verification).
- V. Disputes:** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.
- W. Assignment:** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- X. No Waiver:** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Y. Bill Pay Limits:** are set to minimize payment risks and can be updated on an exception basis.

<b>1. Consumer – Bill Pay Limits</b>	Transaction Limit \$10,000	Daily Limit \$20,000
<b>2. Business – Bill Pay Limits</b>	Transaction Limit \$20,000	Daily Limit \$40,000



## **Mobile Banking**

### **Mobile Banking Enrollment Terms and Conditions (Consumer and Business)**

**End User Terms:** This service is provided to you by Union Savings Bank and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Union Savings Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

- A. Union Savings Bank Terms and Conditions:** Thank you for using Union Savings Bank Mobile. For consumers Union Savings Bank Mobile combined with your handheld's text messaging capabilities. For help, text "HELP" to 73955. To cancel your plan, text "STOP" to 73955 at any time. In case of questions please contact customer service at 866-872-1866 or email [ContactUSB@unionsavings.com](mailto:ContactUSB@unionsavings.com). Business mobile users should contact us by calling 866-487-2226 or email [ContactUSB@unionsavings.com](mailto:ContactUSB@unionsavings.com).

#### **Terms and Conditions:**

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Union Savings Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Union Savings Bank and not by any other third party. You and Union Savings Bank are solely responsible for the content transmitted through the text messages sent to and from Union Savings Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

#### **3. Debit Card Controls Terms and Conditions (Consumer Online Banking)**

"Debit Card Controls" is a function that allows you to set controls on your debit card(s) and is located within the Union Savings Bank mobile banking app. Your debit card(s) will be linked automatically within your mobile banking app and can be accessed by selecting "Card Controls" from the "More" menu. Your card control selection(s) will be effective immediately. Debit Card(s) can be removed by you at any time by selecting "Remove Card" from the details section within the mobile app. USB reserves the right to decline transactions based on any possible security risks. All aspects and conditions referenced in the "Consumer Electronic Funds Transfer and Debit Card Agreement" remain in effect while using the "Debit Card Controls" service.

"Debit Card Controls" allow you to establish additional restrictions on your debit card in addition to the overall bank restrictions. Categories can be restricted based on Transaction Type permissible with your card, such as in-store or online, Merchant Type, Geographic Locations where your debit card(s) may or may not be used and Threshold Amount. You agree that the debit card control services are provided by USB and its service providers. You can turn your debit card off through your mobile app by using Debit Card Controls in the event your debit card is lost or stolen to help stop additional unauthorized card activity. You will still need to report these activities to Union Savings Bank during business hours.

The "Debit Card Control" functionality also allows you to elect to receive alerts regarding your debit card purchases. Even if you elect not to receive alerts, you will receive certain alerts such as when a debit card transaction has been declined or when we have made changes

to our system. If our service providers experience an event(s) that results in their inability to provide these Debit Card Control services, any card controls set up by you will not be in effect. In addition, during any service provider outage, all authorized transactions will be completed whether or not the transactions would have been subject to your previously set card controls. Unauthorized transactions will be handled in accordance with Regulation E guidelines and Section E of the Online Banking Terms and Conditions Agreement found at <https://www.unionsavings.com/site-disclosures/> Any lost or stolen card should be reported to Union Savings Bank immediately at: 866.872.1866.

**B. End User License Agreement Terms for the DownloadableApp**

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright..
4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 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 OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF

THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

#### **C. Mobile Deposit Guidelines, Limits, Endorsement Requirements, and Check Eligibility**

1. **Guidelines:** Downloading the USB Mobile Banking App / USB Business Mobile App (Available in iTunes and Google Play App Stores) also allows you to have access to mobile remote deposit. Using your eligible mobile device, you can take an image of the completed front and back of your check for deposit. If we receive a scanned item before 4:00pm (Eastern Time) on a business day, your funds will usually be available the next business day. If we receive a scanned item after 4:00pm (Eastern Time) on a non-business day, we will consider that the deposit was made on the next business day. Funds that are deposited using mobile remote deposit may not be available immediately for withdrawal. Check eligibility and endorsement requirements that are not followed as outlined may be delayed.
2. **Default Limits:** Union Savings Bank will apply limits on the dollar amounts and number of deposits as listed below. Limits may vary based on the length of time you have a checking account with Union Savings Bank and the balances you maintain.

- Single Deposit Limit- \$10,000
- Daily Deposit Limit-\$10,000
- Daily Count Limit – 10

3. **Check Eligibility and Endorsement Requirements:** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree to restrictively endorse any item transmitted through mobile deposit to include "For Mobile Deposit Only, Union Savings Bank," or as otherwise instructed by Union Savings Bank. All signatures of payee(s) including business name should be included, if applicable. If you have any questions regarding guidelines, default limits, endorsement requirements and/or check eligibility, please contact our customer service center at 1.866.872.1866 for more information
4. **Indemnity:** Customer agrees to hold harmless, defend, and indemnify Bank, its trustees, officers, and employees from and against any and all liabilities, claims, costs, expenses, losses, and damages of any and every kind (including reasonable attorney's fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Customer or its representatives in connection with the remote deposit services and use of the System, including without limitation any duplicate scanning or submission of Items, any alteration or misuse of Items, and any other act, error, or omission of Customer or any agent, representative, contractor, affiliate or subsidiary of Customer or any person having or obtaining access to the System by or through the personnel, representatives, facilities or systems of Customer.
5. **Availability of the Mobile Deposit Services:** The Mobile Deposit Services are generally available 7 days a week, 24 hours a day. At certain times, the Mobile Deposit Services may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software or circumstances beyond our control. The Bank is not responsible for the unavailability of the Mobile Deposit Services or any damages that may result from its unavailability and the Bank is not responsible for providing an alternate method of remote deposit if the Mobile Deposit Services are not available. If you are not able to use the Mobile Deposit Services to make deposits, you may physically mail or deliver your deposits to our retail banking offices or through our ATMs that accept deposits. The deposit of Original Checks at a retail banking office or at an ATM will be governed by the terms and conditions contained in Bank's Deposit Account Agreement and not by the terms of this Agreement.

## **Zelle® Network Standard Terms and Conditions**

### **Definitions:**

“We”, “Our” and “Us” shall refer to Union Savings Bank. “You” and “Your” shall refer to the individual member who is agreeing to these terms. “Zelle®” shall mean the Zelle® Network.

### **1. Description of 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 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. 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. Zelle and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the 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 Service may include functionality for uploading photos and other materials or information (“Content”) as part of your User profile, or otherwise. By enrolling to use the Service you grant Zelle® and us, along with our respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully- paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Service. You retain all rights in your Content, subject to the rights you granted to us and Zelle® in this Agreement. You may modify or remove your Content, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Service.

**Content Standards:** You agree that you will not use the Service in any way, or 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.

If you believe that Content hosted by, posted on, or accessible through the Service uses your name, voice, signature, image or likeness, or that of your minor child, without your permission and in violation of a legally recognized right of publicity, we encourage you first to contact the user directly about your concerns. If that does not resolve your concerns, you may contact us by calling 866.872.1866.

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 reserve the right to amend these terms and conditions at any time. You will be provided with the amended terms upon signing into Zelle®, and should you continue to use Zelle®, shall be deemed to have accepted them.

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

In agreeing to use the Zelle® Network, you hereby consent to our disclosure of your personal information, including your account number, to Zelle® and the other Network financial Institutions as necessary to complete payment transactions through the Service.

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

We make security and the protection of your information a top priority. You can access the Union Savings Bank Privacy Policy at <https://www.unionsavings.com/privacy-policy/>, which the Union Savings Bank Privacy Protection 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 to disclose information about your wireless device, 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.

### **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.

- 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®.
- e. If you enroll for the Service and select to use a Zelle® tag, the mobile number associated with your User profile will be used as the contact method for communication related to the 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, 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, 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 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 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 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 866.872.1866. You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile®, Verizon, U.S. Cellular®, Alaska Communications Systems (ACS), bandwidth.com (includes Republic Wireless), Bluegrass Cellular, Boost Mobile, CableVision, Carolina West Wireless, CellCom, Cellular One of N.E. Arizona, C Spire Wireless (aka Cellular South), Chariton Valley Cellular, Chat Mobility, Cleartalk (Flat Wireless), Copper Valley Telecom, Cricket Wireless, DTC Wireless, Duet Wireless, East Kentucky Network (Appalachian Wireless), ECIT/Cellular One of East Central Illinois, GCI Communications, Google Voice, Illinois Valley Cellular, Inland Cellular, iWireless, Leaco Rural Telephone Cooperative, MetroPCS, Mid-Rivers Communications, Mobi PCS, MobileNation/SI Wireless, MTA Wireless/Matanuska Kenai, MTPCS Cellular One (Cellone Nation), Nex Tech Communications, Northwest Missouri Cellular, nTelos, Panhandle Wireless, Pine Cellular, Pioneer Cellular, Plateau Wireless, Rural Independent Network Alliance (RINA), Sagebrush Cellular aka Nemont, SouthernLINC, SRT Communications, Thumb Cellular, TracFone (AT&T, Union Telephone, United Wireless, Viaero Wireless, Virgin Mobile, West

## **8. Receiving Money; Money Transfers by Network Financial Institutions**

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag 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 Financial Institutions and other Zelle® users, 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.

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 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. We therefore recommend that you use the 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, us, Zelle® and the other Network Financial Institutions, 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®, 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).

We have no control over the actions of other Users, other Network 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 the additional time needed to verify identities or for any time required to meet regulatory obligations. There is no warranty or guarantee that the transfer will occur within any given 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.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR 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). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

#### **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 you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, 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 and Conditions, and we are not obligated to accept similar payment(s) at other times. The standard current daily limit for sending money ranges up to \$2,000, with lower limits for new users, over any calendar day, commencing 12:00 am ET, ending at 11:59 pm ET.

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

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

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

Business accounts may only send and request money from another user if they enrolled in Zelle® through their Financial Institution(s) mobile app (Network Financial Institution). Further, you should use your business account to send or receive payments for business purposes, and you should use your consumer account to send or receive payments for personal, family, or household purposes.

#### **14. Transaction Errors; Liability for Unauthorized Transfers**

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We are not responsible for money sent to unintended recipients because you provided or selected incorrect information.

You agree that you are responsible for all electronic funds transfers 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). If you believe an unauthorized transfer was made in any account in connection with any Service, contact the Customer Service Center immediately at 866.872.1866 during customer

service hours.

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

We shall have no liability for any transfers which were not successfully completed. You agree that you, not we or Zelle®, are responsible for resolving any payment or other disputes that you have with any other User with whom you send money to, or receive or request money from, using the Service.

The Consumer Deposit Agreement, Electronic Funds Transfer & Debit Card Agreement, and these Online Banking Terms and Conditions describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. These apply to our online and mobile 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 U.S. or
- iii. you have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information or
- iv. if, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction.

**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.**

#### **15. Fees – Consumer Accounts**

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 Consumer Deposit Agreement.

#### **16. Fees – Business Accounts**

There is no fee to receive payments using this Service; there is a flat monthly fee to send payments using this Service and your account will be charged as outlined in the Union Savings Bank Schedule of Charges fee schedule. Additionally, 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 Consumer Deposit Agreement.

#### **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 Online Banking and Mobile Banking terms of use found in this Online Banking Terms and Conditions document, incorporated into and made part of this Service Agreement by this reference.

## **17. Cancellation of the Service; Right to Terminate Access**

If you wish to cancel the Service, you may contact the Customer Service Center at 866.872.1866. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. 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 the Online Banking Terms and Conditions terms of Use.

## **18. 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.

## **19. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

## **20. 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 Zelle®, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

## **21. Governing Law; Choice of Law; Severability**

The laws of the state of Connecticut and the applicable federal laws of the United States (without giving effect to any conflicts of law principles in either case) govern all matters arising out of or relating to this Agreement and all transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement and all transactions it contemplates shall bring such legal action or proceeding in the courts of the state of Connecticut. Each Party waives, to the fullest extent permitted by law: (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement and all transactions it contemplates brought in any court in the state of Connecticut; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

If it is held by a court or other lawful authority of competent jurisdiction that any term, provision, covenant, or

condition of this Agreement is illegal, invalid, or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remainder of such provision or the remainder of this Agreement; such remaining provisions will continue in full force and effect, provided the effectiveness of the remaining portions of this Agreement will not defeat the overall intent of the Parties.

## **22. 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 June 2025