

GENERAL TERMS FOR BECU FUNDS TRANSFER SERVICE



CHANGE IN TERMS AND CONDITIONS IMPORTANT INFORMATION ABOUT OUR FUNDS TRANSFER SERVICES

Boeing Employees' Credit Union (BECU) is making important changes to the terms and conditions of our funds transfer services agreement (ACH Transfer Services and External Transfers to-people-you-know). These changes are effective January 30, 2019.

Below, we've provided the Funds Transfer Service Terms and Conditions that will replace the existing terms and conditions on January 30, 2019. Following that, on page 18, we've provided the current ACH Transfer End User Agreement that is effective until January 30, 2019.

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1. Introduction

This terms and conditions document (hereinafter "Agreement") is a contract between you and Boeing Employees' Credit Union (BECU) (hereinafter "BECU" or "we" or "us") in connection with our funds transfer service and the *Zelle* Transfer Service ("Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third-party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

3. Amendments

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time-to-time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You

We have no control of, or liability for, any products or services that you may pay for with our Service. You are solely responsible for ensuring your payments and transfers are addressed and directed to your intended recipient and that your payments and transfers are made for the purposes you intend. We also do not review, confirm, authenticate nor guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

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5. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third-parties.

6. Notices to Us Regarding the Service

Except as otherwise stated below in section 16 **Your Liability for Unauthorized Transfers**, notice to us concerning the Site or the Service may be made by visiting any of our locations, calling us at 800.233.2328, logging into Online Banking and sending us a secured message, or by postal mail to: BECU, PO Box 97050, Seattle, WA 98124.

7. Notices to You

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Receipts and Transaction History

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

9. Your Privacy

Protecting your privacy is very important to us. Please review our Privacy Notice in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

10. Privacy of Others

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

11. Prohibited Payments

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 12 of the General Terms below; and
- d. Payments to or from a business entity and, or a charity; and
- e. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others;

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- or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- f. Payments related to legal or illegal gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
 - g. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
 - h. Tax payments and court-ordered payments.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

12. Acceptable Use

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

13. Limits on Payment Methods, Frequency, and Amounts

There are limits on the method, frequency, and amount of money you can send through our Service. Your limits may be adjusted from time-to-time at our sole discretion.

If you and your accounts are eligible and in good standing:

- Typically Within Minutes – You are limited to sending up to 5 outbound transactions to people you know totaling up to \$2,000 per day and sending 10 outbound transactions totaling up to \$7,500 per month using a phone number, email address, or account number.
- Next Day and 3-Day – You are limited to sending up to 5 outbound transactions to people you know totaling up to \$2,000 per day and sending 10 outbound transactions totaling up to \$7,500 per month using a phone number or email address. You are limited to sending up to 5 outbound

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transactions to people you know totaling up to \$2,000 per day and sending 10 outbound transactions totaling up to \$7,500 per month using an account number.

- You may not exceed \$6,000 in pending transfers across all transaction types and speeds at any time.

Unless we tell you otherwise by sending you an individual notice, your limits to send payments are as follows:

| Service Type | Token Types | Amount Daily Outbound | Outstanding Limit | Amount Monthly | Frequency Per Day | Frequency Per Month (Rolling 30-Day) |
|----------------------------|----------------------------------|-----------------------|-------------------|----------------|-------------------|--------------------------------------|
| Typically Within Minutes | Email, Phone, and Account Number | \$2,000 | \$2,000 | \$7,500 | 5 | 10 |
| Standard Next Day or 3-Day | Email and Phone | \$2,000 | \$2,000 | \$7,500 | 5 | 10 |
| Next Day or 3-Day | Account Number | \$2,000 | \$2,000 | \$7,500 | 5 | 10 |

You may also respond to requests for payment from other Zelle participants. There are limits on the method, frequency, and amount of money you can send in response to a request for payment through our Service. Your limits may be adjusted from time-to-time at our sole discretion.

If you and your accounts are eligible and in good standing:

- Typically Within Minutes – You are limited to sending up to 5 outbound transactions to people you know in response to requests for payment totaling up to \$2,000 per day and sending 10 outbound transactions in response to requests for payment totaling up to \$7,500 per month using a phone number or email address.
- Standard Next Day and 3-Day – You are limited to sending up to 5 outbound transactions to people you know in response to requests for payment totaling up to \$2,000 per day and sending 10 outbound transactions in response to requests for payment totaling up to \$7,500 per month using a phone number or email address.
- You may not exceed \$4,000 in pending payment transfers in response to requests across all token types and speeds at any time.

Unless we tell you otherwise by sending you an individual notice, your limits to respond to payment requests are as follows:

| Service Type | Token Types | Amount Daily Outbound | Outstanding Limit | Amount Monthly | Frequency Per Day | Frequency Per Month (Rolling 30-Day) |
|-----------------------------|-----------------|-----------------------|-------------------|----------------|-------------------|--------------------------------------|
| Typically Within Minutes | Email and Phone | \$2,000 | \$2,000 | \$7,500 | 5 | 10 |
| Standard Next Day and 3-Day | Email and Phone | \$2,000 | \$2,000 | \$7,500 | 5 | 10 |

There are also limits on the frequency and amount of money you can request from your contacts through our Service. Your limits may be adjusted from time-to-time at our sole discretion.

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If you and your accounts are eligible and in good standing:

- You can send up to 5 outbound request transactions to people you know, up to \$2,000 total per day.
- You can send up to 10 outbound request transactions, up to \$7,500 total per month on a rolling 30-day basis.
- Each person you request payment from counts as a separate request.

Unless we tell you otherwise by sending you an individual notice, your limits to request payment are as follows:

| Service Type | Token Types | Amount Daily Outbound | Outstanding Limit | Amount Monthly | Frequency Per Day | Frequency Per Month (Rolling 30-Day) |
|-----------------|-----------------|-----------------------|-------------------|----------------|-------------------|--------------------------------------|
| Request Payment | Email and Phone | \$2,000 | \$2,000 | \$7,500 | 5 | 10 |

The minimum amount you can send is \$5.00. The minimum amount you can request payment from an individual, including each individual in a split payment, is \$5.

We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to use the method to return funds to you. These payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

14. Your Liability for Unauthorized Transfers

Immediately following your discovery of an unauthorized Payment Instruction, you shall contact us in person or call us at:

206.439.5700 or Toll-free at 1.800.233.2328
BECU phone Business Hours
7:00 a.m. – 7:00 p.m. PST Monday – Friday
9:00 a.m. – 1:00 p.m. PST Saturday
Evenings or weekends
Pre-recorded message will provide after-hour contact information

You are responsible for all transfers (debits and credits) you authorize using your password or other means to access your account through which you access the Service. If you permit others to use your means of access, you are responsible for any transaction they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe anyone used your means of access or accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus the money in any linked accounts and if linked, your maximum line of credit, if any). If you tell us within 2 business days after you learn of the unauthorized use of your account or means of access, you can lose no more than \$50 if someone used your account without your permission. If you do NOT tell us within 2 business days after you learn of the unauthorized use of your account or means of access and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. If your account statement shows transactions through the Service that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was made available to you, you may be liable for all other unauthorized transactions up to the full amount of the loss if we can prove that we could have stopped someone from doing the transaction if you had told us in time.

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15. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions 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 transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

16. Failed or Returned Payment Instructions

In using the Service, you are requesting that we attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient available funds in your Eligible Transaction Account to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient available funds in, your Eligible Transaction Account to allow us to complete the debit processing;
- b. You may be assessed an NSF fee by us if the Payment Instruction cannot be debited because you have insufficient available funds in your Eligible Transaction Account to cover the payment, or if we cannot otherwise collect the funds from any account you linked to your Eligible Transaction Account; the NSF fee amount will be as set forth in our Account Disclosure available on BECU.org. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account and/or any linked account, including by ACH debit;
- c. You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third-party collections contractor; and
- d. We are authorized to report the facts concerning NSF activity on any of your accounts to any credit reporting agency.

17. Address or Banking Changes

It is your sole responsibility and you agree to ensure that the contact information in your Online Banking and Mobile Banking user profile and your contact information in our core operating system is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

18. Information Authorization

Your enrollment in the applicable Service may not be fulfilled if we in our own discretion and for any reason whatsoever chose to not extend the service to you. Through your enrollment in or use of the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through any bureau. In addition, and in accordance with our Privacy Notice, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against

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or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

- a. **Mobile Subscriber Information.** You authorize us to share your mobile subscriber details with a third-party provider which will request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include name, billing address, email, and phone number. This information may also include location information, if available.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third-party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

19. Service Termination, Cancellation, or Suspension

If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. 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 this Agreement.

20. Errors, Questions, and Complaints

- a. In case of errors or questions about your transactions, you should contact us immediately as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name, account number, and other identifying information as requested at the time
 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.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, 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 Eligible Transaction 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 Eligible Transaction 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

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investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

21. Intellectual Property

All marks and logos related to the Service are either trademarks or registered trademarks of us or our Service Provider. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our Service Provider. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our Service Provider. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our Service Provider, shall also be deemed our and our Service Provider's exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our Service Providers a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

22. Links and Frames

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

23. Password and Security

If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

24. Remedies

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law

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enforcement, regulatory authorities, impacted third-parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion for any reason whatsoever, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 24 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

25. Disputes

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

26. Law and Forum for Disputes

This Agreement shall be governed by and construed in accordance with federal laws and regulations and the laws of Washington State, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in King County Washington. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

27. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

28. No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

29. Sending emails and text messages on your instruction

When you use the Service you are authorizing and instructing us to send emails and text messages to the recipient on your behalf. You agree that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. You further agree that you are instructing and authorizing us to send both an initial email or text message to the recipient and at our own discretion for any reason whatsoever a follow-up or reminder message in response to the same transaction. The emails and texts we send may identify you by name and may state that we are sending them on your behalf and according to your instructions.

30. Complete Agreement, Severability, Captions, and Survival

You agree that this Agreement is incorporated into the BECU Account Agreements, and together are the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 10, 15, 16, 21, and 24-30 of the General Terms, as well as any other terms which by their nature should survive, will

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survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

31. Definitions

- a. **ACH Network** means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- b. **Affiliates** are companies related by common ownership or control.
- c. **Business Day** is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. **Eligible Transaction Account** is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, including any required routing information.
- e. **Payment Instruction** is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. **Payment Network** means a debit or credit payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. **Service Provider** means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ZELLE® PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service

- a. We have partnered with the *Zelle*® Network ("*Zelle*") to enable a convenient way to transfer money between you and other Users using aliases, or tokens, such as email addresses or mobile phone numbers ("*Zelle* Payment Service," as further described below). *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. The term "*Zelle* Payment Terms" means these *Zelle* Payment Service Additional Terms. The *Zelle* Payment Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time-to-time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time-to-time. In some instances, receipt of payments may be made through other locations besides our Site, such as the *Zelle* Pay Web site at <http://www.Zellepay.com> or the *Zelle* mobile handset application ("*Zelle* Standalone Locations") and if you choose to initiate or receive a payment at a *Zelle* Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the *Zelle* Standalone Locations and applicable laws and regulations, in each case as in effect from time-to-time. Subject to the terms of this Agreement, the *Zelle* Payment Services are generally available 24 hours, 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.
- b. The Typically Within Minutes feature within the *Zelle* Payment Service allows for the delivery of payments to Receivers who are also enrolled in the *Zelle* Payment Service through a Payment Network designed to deliver payments on the same day and typically within minutes, although actual speed will vary, as described below. *Zelle* Payments are not instantaneous. Payment delivery speed may vary based upon the frequency and dollar limits, the funds availability policy of each financial institution, and the Payment Network availability.

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2. Payment Authorization and Payment Remittance

- a. When you register to use the *Zelle* Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the *Zelle* Payment Service, you agree to the terms and conditions of this Agreement. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the registered bank account. In addition to the restrictions set forth in Section 11 of the General Terms, you will not use the *Zelle* Payment Service to pay any fines. The *Zelle* Payment Service is intended for personal, not business or commercial use. You agree that you will not use the *Zelle* Payment Service to send or receive payments in connection with business or commercial enterprises. We reserve the right to decline your registration if we believe that you are registering to use the *Zelle* Payment Service with a business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the *Zelle* Payment Service if we believe that you are using the *Zelle* Payment Service for business or commercial purposes.
- b. 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 mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). Once registered, 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 Payments.” When you register with *Zelle*, you may establish one or more profiles. Each profile may be linked to only one bank account, but you may register multiple email addresses or mobile phone numbers in each profile. Once you have registered an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile by providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the *Zelle* Payment Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect as disclosed on our Account Disclosure (and/ or as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 20 of the General Terms (Errors, Questions, and Complaints).
- e. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- f. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient available funds to complete the Payment Instruction;

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2. The *Zelle* Payment Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 3. The payment is refused as described in Section 6 of the *Zelle* Payment Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name, address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- g. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the *Zelle* Payment Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or cancel a payment directed to the wrong person or entity once informed, but we do not guarantee such cancellation, stoppage or recovery and **will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.**
- h. *Zelle* Payments: We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. Notwithstanding anything to the contrary in the Agreement, *Zelle* Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules may allow for reversal of payment directions, and we may attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with *Zelle* Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. Sending Payments

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 *Zelle* Payment 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 a U.S.-based or another Network Bank 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 initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for *Zelle* Typically Within Minutes Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the *Zelle* Payment Service may contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a *Zelle* Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the *Zelle* Payment Service, the Receiver may access the *Zelle* Payment Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

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Zelle Typically Within Minutes Payments: For *Zelle* Typically Within Minute Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the *Zelle* Payment Service will validate the *Zelle* Typically Within Minutes Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's bank account information, and the funds will be deposited into the Receiver's applicable checking or savings account. Not all Payment Networks participate in *Zelle* Typically Within Minutes Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability. In most cases, when you are sending money using a *Zelle* Typically Within Minutes Payment, the transfer will typically occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not registered as a User with either *Zelle* or a Network Bank, the *Zelle* Instant Payment transfer may take up to two (2) days from the day the intended recipient responds to the payment notification by registering as a User. You understand and acknowledge that a person to whom you are sending money and who is not registered as a User may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

Other *Zelle* Payment Services: Regarding *Zelle* Payment Services other than *Zelle* Typically Within Minutes Payments, (Standard Next Day and Standard 3 Day) you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the *Zelle* Payment Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, other than with respect to *Zelle* Typically Within Minutes Payments, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day or in some cases, the 3rd Business Day after you initiated the Payment Instruction. If you request or schedule a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). **However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day and in some cases longer than one Business Day following the specified date.** In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the *Zelle* Payment Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 and Section 6 of the *Zelle* Payment Terms, below.

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4. Receiving Payments

All transfers of money to you shall be performed by a Network Bank per the direction of that Network Bank Customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address or mobile phone number registered with the *Zelle* Payment Service, you have no ability to stop the transfer, unless a cancellation request is received before the Payment Instruction is processed, such as for a recurring scheduled transfer. By using the *Zelle* Payment Service, you agree and authorize us to initiate credit entries to the bank account you have registered. If another person wants to initiate a Payment Instruction (including in response to a *Zelle* Payment Request, if applicable) using the *Zelle* Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a *Zelle* Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the *Zelle* Payment Service or at a *Zelle* Standalone Location. 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.

For *Zelle* Typically Within Minutes Payments, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive *Zelle* Payment Requests, from others through the *Zelle* Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5. Payment Requests

You may be able to request money from another User through a *Zelle* Payment Request. 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 *Zelle* Payment Request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the *Zelle* Payment 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 that you may be able to receive *Zelle* Payment Request from other Users. You may receive such payment requests by way of either email or text. You will have the ability to reject or ignore the request. If you accept the payment request from another user, you will have the opportunity to modify the payment amount in accordance with any limits set on your account.

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You further agree that, if the service is available to you, you will only send *Zelle* Payment Request for legitimate and lawful purposes. Any *Zelle* Payment Request (either sent or received by you) are solely between the Requestor 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 any requests (either sent or received by you) and do not act as a debt collector on your behalf as the Requestor or on your behalf as the recipient, or on behalf of the Requestor. You should only accept and send payment requests from and to people you know. We reserve the right, but assume no obligation, to terminate your ability to send or receive *Zelle* Payment Request in general, or to specific recipients, if we deem such *Zelle* Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient, or for any other reason whatsoever.

If applicable, if you as a Requestor initiate a *Zelle* Payment Request using the *Zelle* Payment Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the *Zelle* Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a *Zelle* Payment Request may not receive, or otherwise may reject or ignore, your *Zelle* Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a *Zelle* Payment Request.

6. Payment Cancellation, Stop Payment Requests and Refused Payments

Sender may cancel the initiation of a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. *Zelle* Typically Within Minutes Payments Payment Instructions may not be cancelled or be stopped, as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting our Contact Center. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current Account Disclosure. Payments not claimed by a Receiver will be automatically cancelled fourteen (14) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the *Zelle* Payment Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias or token you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias or token to send or receive money as described in these *Zelle* Payment Terms. 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 *Zelle* Payment Services or related transfers between Network Banks and you. You agree that we, *Zelle*, our Service Provider, or our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

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- b. You will immediately notify us if any email address or mobile number you have registered is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name and may include your account number.
- 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 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 206.439.5700 or 800.233.2328. You expressly consent to receipt of a text message to confirm your "STOP" request. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- f. Your phone service provider is not the provider of the *Zelle* Payment Service. Users of the *Zelle* Payment Service will receive text messages relating to their Payment Instructions and other notices from time-to-time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8. Service Fees and Additional Charges

You are responsible for paying all fees associated with your use of the *Zelle* Payment Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the *Zelle* Payment Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as *Zelle* Payment Request, if applicable. 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 your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the *Zelle* Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient available funds in the Eligible Transaction Account.

9. Refused Payments

We reserve the right to refuse to pay any Receiver for any reason whatsoever. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10. Returned Payments

In using the *Zelle* Payment Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the *Zelle* Payment Service.

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

In addition to Section 18 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to *Zelle*, our Service Provider, other Network Banks and other third-parties as necessary

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to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- As necessary to resolve a problem related to a transfer or payment between you and another User;
- To verify the existence of your bank account, or debit card, as applicable;
- To comply with government agency or court orders;
- To our affiliates, as permitted by law;
- To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Notice.

12. Liability

Subject to our obligations under applicable laws and regulations, neither we nor *Zelle* shall have liability to you for any such 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 *Zelle* Payment Service. SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, 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 *ZELLE* PAYMENT SERVICE.

13. 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 *ZELLE* PAYMENT 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 *ZELLE* PAYMENT SERVICE. *ZELLE* DOES NOT WARRANT THAT THE *ZELLE* PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE *ZELLE* PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

14. Limitation of Liability

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

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE

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GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

15. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the *Zelle* Payment 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 *Zelle* Payment Service, or any violation by you of the terms of this Agreement.

16. Use of Our Site

You agree to access the Site in compliance with our Website Terms of Use, which are available at www.becu.org and incorporated into and made part of this Agreement by this reference.

17. Definitions

- a. **Network Banks** means financial institutions that have partnered with *Zelle*.
- b. **Receiver** is a person or business entity that is sent a Payment Instruction through the *Zelle* Payment Service.
- c. **Requestor** is a person that requests an individual to initiate a Payment Instruction through the *Zelle* Payment Service.
- d. **Sender** is a person or business entity that sends a Payment Instruction through the *Zelle* Payment Service.
- e. **User** means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.
- f. **Zelle Payment Request** means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the *Zelle* Payment Service.

This ACH Transfer End User Agreement is in effect until January 30, 2019

ACH Transfer End User Agreement

This ACH Transfer End User Agreement ("Agreement") is a valid legal agreement between Boeing Employees' Credit Union (BECU) and You, the individual or entity using BECU - funds transfer services and/or person-to-person services (Services) provided through a third party service provider (Service Provider). This Agreement governs Your use of BECU Services requested by You through this enrollment and acceptance process. When you select "I Agree" to this Agreement, or maintain your prior enrollment, you demonstrate your authorization for BECU to execute transfers as you may request from time to time through the Service.

You must complete the enrollment and acceptance process before BECU will activate the Services. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE COMPLETING THE ACCEPTANCE PROCESS. By selecting the "I Accept" button during enrollment, or by maintaining your prior enrollment in, You agree to be bound by the terms and conditions of this Agreement ("Terms of Service"). If You do not agree to be bound by these Terms of Service, You should select the "I Disagree" button below. BECU reserves the right to reject this Agreement and cancel the Service for any reason whatsoever prior to or after Your acceptance.

BECU may amend or otherwise modify this Agreement at any time and from time to time for any reason whatsoever without notice to you. You will be bound by the amended Agreement upon maintaining your enrollment in, or Your continued use of, the Services after the revised Agreement is posted on our Website at <https://www.becu.org>. BECU may notify You of any modifications to this Agreement via the United States Postal Service and/or by way of electronic communication and/or posting the modified Agreement on our Website.

GENERAL TERMS FOR BECU FUNDS TRANSFER SERVICE



1. Description of Service

The Service enables You: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All Payment Instructions must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

2. Definitions

- a. **You, Yours, and Account Holder:** Each person or entity, individually, and collectively, who completes a Membership Application form (or other account documentation) as a Primary Member or as a Joint Account Holder, any Joint Account Holder, or authorized user of an account, and each person who has completed any previous version of a BECU account signature card or enrollment form and has agreed to terms and conditions under the Agreement for the purpose of performing the Services.
- b. **Account Holder:** Also includes persons defined as a “depositor” under Washington’s Financial Institutions Individual Account Deposit Act (covers both share and deposit accounts).
- c. **We, Us, and Our:** BECU
- d. **Account:** Any and all accounts You have with BECU and any and all accounts You access through the Service, including but not limited to the accounts described above, and any other accounts that incorporate provisions of the Membership and Account Agreements and any accounts held at other financial institutions with which you have transacted, or have initiated a funds transfer service or person-to-person transaction.
- e. **ACH Transfer End User Agreement:** The enrollment and authorization form for ACH privileges accepted and authorized by all Account Holders (or any future form substituted by us), as amended from time to time.

3. Terms

The following outlines Yours and Our rights and responsibilities when You use these Services offered or accepted by BECU. Please read carefully because it tells You Your rights and obligations for the Services completed or attempted involving Your Accounts:

- (i) You authorize Us to use, copy, modify, display, and distribute and share any information, data, materials, or other content that you provide during your use of the Service, to the Service Provider for the purpose of providing the Services, maintaining your enrollment in the Service, and/or for effecting current and/or future transaction by way of the Service;
- (ii) You authorize us to access the websites and databases of Your bank or credit union and other institutions where You hold Accounts, as designated by You, to retrieve information and effect the funds transfers that You request;
- (iii) You represent and warrant that You have the right to authorize and permit Us to access Your Accounts, and any other account to or from which you initiate a transfer, to effect the transfers or for any other purpose authorized by the Agreement now and as may be amended, and/or related in any way to the Service;
- (iv) You represent that by disclosing personal, contact, and account information, you are authorizing Us to use information and that You are not violating any third party rights;
- (v) You warrant and represent that the information provided to Us is true, current, correct, and complete; When processing a funds transfer, we (and other financial institutions) will rely on the account number, email address, phone number, or other identifying number transmitted with the funds transfer even if the number identifies a person different from the named beneficiary. If you give us a payment order requesting a funds transfer which identifies any bank in the funds transfer by name and by routing number or other identifying number, a receiving bank in the funds transfer chain may rely on that number as the proper identifying number even if it identifies a bank different from the named bank.

GENERAL TERMS FOR BECU FUNDS TRANSFER SERVICE



- (vi)** You authorize and permit Us to use information submitted by You to perform the Service, to configure the Service to be compatible with Your Accounts, and to share information to our service provider in order to maintain your enrollment in and/or to facilitate your continuous, current, or future use of the Service;
- (vii)** You authorize Us to act for You and in Your name, place, and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as You might or could in person;
- (viii)** When you use the Service, You are authorizing and instructing Us to send emails and text messages to the recipient on Your behalf. You agree that for each person You instruct Us to send emails and text messages, You have received permission from that person for Us to do so. You further agree that You are instructing and authorizing Us to send both an initial email or text message to the recipient and at Our own discretion for any reason whatsoever a follow-up or reminder message in response to the same transaction. The emails and texts We send may identify You by name and may state that We are sending them on Your behalf and according to Your instructions.
- (ix)** You authorize Us to select any means to execute Your funds transfer instructions;
- (x)** You understand and agree that in the event that We at any time incur a problem with Your use of the Services, including without limitation a failure to debit any of Your Accounts or to collect with respect to any of Your funds transfers, and without limiting any other right or remedy that We may have, We reserve the right to suspend Your use of the Services, immediately and without prior notice to You;
- (xi)** You agree to indemnify, defend and hold Us, our affiliates, partners, officers, directors, employees, consultants, and agents harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorney's fees) arising from Your use of the Services, Our reliance on the information, instruction, authorization provided by You, Your violation of the terms or their infringement, or infringement by any other user of Your Account, of any intellectual property or other right of any person or entity;
- (xii)** In the event that a debit to any of Your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and We are unable to debit either the debited or the credited Account as set forth above, We reserve the right, and You shall authorize Us, to debit any of Your other Accounts (including accounts upon which you are listed as Joint Account Holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, You authorize Us to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if We cannot collect the amount credited. You authorize Us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. If We are unable to recover from You, then the recovery process set forth above will apply.
- (xiii)** You represent and warrant that you are at least 18 years of age, that you have read this Agreement and that You agree to be bound by the terms and conditions of the Agreement. You agree that We can and will rely on all representations, warranties, covenants, and agreements that you make herein.