

# Zelle<sup>®</sup> Transfer Service Addendum to the Wells Fargo Online Access Agreement

Effective as of June 1, 2021

This Addendum (“Addendum”) and the [Wells Fargo Online Access Agreement](#) (“OAA”) contain the terms and conditions governing your use of the Zelle<sup>®</sup> Transfer Service (the “Transfer Service”). If we make changes to this Addendum, we will update the Addendum on the website. We will notify you of changes following the procedures specified in the OAA. In the event of any inconsistency between this Addendum and the OAA, this Addendum will control.

**Please read this Addendum carefully. By agreeing to this Addendum, or using or accessing the Transfer Service, you are agreeing to the terms and conditions of this Addendum and the OAA. This Addendum and the OAA include, among other things:**

- your agreement that each time you use or access the Transfer Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf;
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so;
- your agreement that if you request money from another person using the Transfer Service, it will not be for an overdue or defaulted debt, court-ordered amounts such as alimony or child support, a gambling debt, or a debt owed to someone other than you;
- our obligations to you;
- your obligations as a user of the Transfer Service;
- circumstances under which we may reverse or modify transactions or remove funds from your account;
- the ways in which we may send you notices and disclosures;
- your agreement with us to use binding arbitration for most disputes arising under this Addendum or concerning the Transfer Service and to waive the right to a trial by jury;
- your waiver of class-action rights;
- limitations on our liability to you;
- your mutual agreement with us that this Addendum will be governed by the laws of the State of South Dakota, without regard to conflict of law principles; and
- *Zelle's* disclaimer of warranties, limitations of *Zelle's* liabilities to you, and your indemnification of *Zelle* for your use of the Transfer Service.

Your agreement to these terms is essential to our agreement to provide the Transfer Service and our pricing of the Transfer Service.



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# Definitions

Except as otherwise provided in this Addendum, terms defined in the OAA have the same meaning in this Addendum. In addition, in this Addendum:

- “Authorized Representative” means a person with authority (actual or apparent) to take action or make decisions with respect to a Deposit Account, Funding Account, or the Transfer Service. This includes others you have delegated to act on your behalf to use or access the Transfer Service.
- “Deposit Account” means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.
- “Funding Account” means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.
- “Member” means a person who is any one or more of the following:
  - an individual, business, or government agency enrolled in the Transfer Service through any Participating Financial Institution;
  - a business that uses the Transfer Service through any Participating Financial Institution to send money to another Member;
  - an individual or business that is enrolled in the Transfer Service directly with *Zelle* to receive funds at the Member’s Financial Institution; or
  - an individual or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.
- “Participating Financial Institution” means any financial institution which is participating in, or cooperating with *Zelle* and the Transfer Service. We are a Participating Financial Institution.
- “Member’s Financial Institution” means any financial institution, including a Participating Financial Institution, holding a Member’s account that the Member has authorized to send or receive a transfer of funds as a result of a Transfer Transaction.
- “Transfer Transaction” means a transaction initiated through the Transfer Service to:
  - transfer funds out of your Funding Account to a Member;
  - receive a transfer of funds into your Deposit Account from a Member;
  - send a request to a Member asking the Member to transfer funds to you using the Transfer Service; and/or
  - receive a request from a Member asking you to transfer funds to them using the Transfer Service.
- “You or Your” means each Owner of a Deposit Account and Funding Account, or an Authorized Representative, subject to the conditions in Section 2.
- “We, Us, Our, and Wells Fargo” means Wells Fargo Bank, N.A. and any of its affiliates or direct or indirect subsidiaries, involved in the provision of the Transfer Service.
- “*Zelle*” refers to the *Zelle Network*® operated by Early Warning Services, LLC, which facilitates the exchange of Transfer Transaction messages between financial institutions.

# 1. Overview of Transfer Service

## 1.A. The Zelle Network®

- We have partnered with the *Zelle Network* (“Zelle”) to enable a convenient way to transfer money between you and Members who are enrolled directly with *Zelle*, or enrolled with another financial institution that partners with *Zelle* using aliases, such as email addresses or mobile phone numbers (the “Transfer Service”).
- *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 Participating Financial Institution.
- THE TRANSFER SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE TRANSFER SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

## 1.B. Terms and Conditions of Transfer Service

Your use of the Transfer Service will be subject to this Addendum and the OAA, and also to the following, which are considered part of this Addendum:

- the terms or instructions appearing on a screen when enrolling for, activating, accessing, or using the Transfer Service;
- our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding and Deposit Accounts, as amended from time to time; and
- applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Addendum and the OAA, you may use the Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Members.

**The Transfer Service is an Online Financial Service under the OAA. You agree that you are enrolling as a Member of the Transfer Service. You agree that you will only use the Transfer Service for Transfer Transactions entered into for lawful purposes, and not for purposes or activities that may lead to liability, reputational harm, or brand damage to Wells Fargo or Zelle. For example, you agree that you will not use the Transfer Service to request, send, or receive money in connection with:**

- any activity that is illegal under federal or applicable state law,
- tax payments or other amounts owed to government entities,
- payment or collection of an overdue or defaulted debt,
- court-ordered amounts such as alimony or child support,
- payments to loan sharks,
- traveler’s checks, money orders, equities, annuities, currencies, or digital currencies such as bitcoins,
- fines,
- gambling debts,
- scams,
- use that may potentially be harassing, abusive, offensive, or inappropriate to another Member, which we, in our sole discretion, may determine,
- an amount owed to someone other than you, or
- payments otherwise prohibited by law.

We reserve the right to determine other prohibited uses of the Transfer Service at our sole discretion, and at any time.

We reserve the right to suspend or terminate your use of the Transfer Service if we believe, in our sole discretion, that you violated the terms and conditions for use of the Transfer Service.

## 2. Eligibility to Use the Transfer Service

In order to use the Transfer Service, you must have an eligible Funding Account or Deposit Account based in the United States, which includes Wells Fargo Bank checking, savings, or prepaid accounts, Wells Fargo Advisors checking accounts, and Wells Fargo The Private Bank checking and savings accounts. The Funding Account and the Deposit Account may be the same account. Account eligibility rules may differ if you are enrolling in *Zelle* through a separate financial institution or on *Zelle's* separate transfer service website or mobile app. In order to receive fund transfers into your Deposit Account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account. You represent that you have the authority to authorize debits and credits to the enrolled Funding Account or Deposit Account.

You agree that there may be other eligibility requirements that apply to participate in the Transfer Service (e.g., non-U.S. persons may be prohibited from using the Transfer Service), and that we have the right and sole discretion, to restrict or otherwise prohibit your use of the Transfer Service.

We may, from time to time, introduce new features to the Transfer Service. When this happens, we will update our website to include them.

## 3. Enrolling an Email Address or U.S. Mobile Phone Number to Use the Transfer Service

You must enroll an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and/or a permanent, text message-enabled 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 Transfer Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. We reserve the right to cancel any enrolled email addresses or mobile phone numbers that do not meet the requirements of this Section 3 at any time without prior notice.

Once enrolled, you may:

- authorize a debit of your account to send money to another Member either at your initiation or at the request of that Member, subject to the terms and conditions outlined in Section 10.B and
- receive money from another Member either at that Member's initiation or at your request, subject to the conditions of Section 12.A below titled “Requesting Money.”

If at any time while you are enrolled, you do not send or receive money using the Transfer 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 Transfer Service until you enroll again.

## 4. Use of Telephone Calls, Emails and Text Messages

### 4.A. Sending Emails and Text Messages on Your Instruction

Each time you send money using the Transfer Service, you are also authorizing and instructing either us or *Zelle* to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us 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. Please note:

- Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.
- These emails and text messages may identify you by name, mobile phone number, and/or email address and may state that we are sending them on your behalf and according to your instructions.

### 4.B. Consent to Emails and Automated Text Messages

By participating as a Member in the Transfer Service, you represent and warrant to us that you are the owner or mobile subscriber of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner or mobile subscriber of such email address, mobile phone number, and/or other alias to send or receive money as described in this Addendum. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Members that are sending you money or requesting money from you, and from other Participating Financial Institutions or their agents regarding the Transfer Service or related transfers between Participating Financial Institutions 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 that:

- 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, as message and data rates may apply.
- You will immediately notify us if any email address or mobile phone number you have enrolled for use in the Transfer Service is (i) surrendered by you, or (ii) changed by you.
- 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 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* send on your behalf may include your name.
- 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.
- We may send you text messages to the mobile phone number you have enrolled for the Transfer Service as follows:
  - Transfer Service Text Messages

You will receive text messages from **93729**, when you add a new payment recipient, receive money, or receive a request for money, unless you cancel receiving these text messages from us. Additional Transfer Service text messages coming from 93729 may be added at any time to supplement your existing Transfer Service email or push notifications. Message and data rates may apply depending on your carrier plan. **To cancel text messages sent from 93729, send STOP to 93729.**

#### – General Text Messages

General text messages may be sent from **93557**. **To cancel text messages sent from 93557, send STOP to 93557.** By sending STOP to 93557, you will no longer receive other Wells Fargo Online text messages from that number, including those for other services in which you may have enrolled, such as balance alerts, with the exception of certain one-time text messages that you may request in the future to receive (e.g., Advanced Access security text messages).

When you send STOP, you understand and agree that you will receive a single text message confirming your opt out request.

- To get help with Transfer Service or General text messages, send HELP to the applicable number(s) described in this Section, or call customer service at **1-800-956-4442**. Message and data rates may apply.
- **Supported Carriers:** Transfer Service text messages are supported by many mobile carriers. Please check with your individual mobile carrier to confirm availability.

In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

#### **4.C. Declining to Use an Email Address or Telephone Number**

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

#### **4.D. 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 Transfer Service. By using the Transfer Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber status details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See [Zelle's Privacy Policy](#)<sup>1</sup> for how *Zelle* treats your data, and our [Privacy Policy](#) for how we treat your data.

## 5. Fees for the Transfer Service

We do not charge a fee for using the Transfer Service. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees (e.g., monthly service, overdraft) may also apply to your account(s) that you use for the Transfer Service. In addition, fees may apply if you use the Transfer Service through another financial institution or through *Zelle's* separate transfer service website or mobile app. We reserve the right to assess fees in connection with the Transfer Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the Transfer Transaction.

<sup>1</sup> We do not control the website. Wells Fargo has provided this link for your convenience, but is not responsible for the content, links, privacy policy, or security policy of this website.



## 6. Accessing Your Funding Account; Terminating Access

### 6.A. Gaining Access

You authorize us to provide access to your Funding Account and Deposit Account through the Transfer Service to initiate and complete Transfer Transactions.

To access the Transfer Service, you must have a username, a password, and the required hardware and software as described in [Online Banking Help](#). You must also comply with any other security procedures and policies we may establish from time to time as provided in the OAA.

You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service.

Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

### 6.B. Terminating Access

You agree that unless otherwise required by applicable law or regulation, we can terminate your access to the Transfer Service, in whole or in part, at any time. For example, in the event (i) you violate any terms of this Addendum or the OAA, (ii) there are suspected or confirmed unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer Service participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member.

### 6.C. Application of this Addendum After Reinstatement

In the event your access to the Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Addendum, or any revised or amended version of this Addendum in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Transfer Service.

## 7. Privacy; Authorization to Use Information; Obligation to Update Contact information

### 7.A. Commitment to Privacy

We make security and the protection of your information a top priority. Except as otherwise provided in this Addendum, all information gathered from you in connection with using the Transfer Service will be governed by the Wells Fargo [U.S. Consumer Privacy Notice](#) and [Digital Privacy and Cookies Policy](#).

### 7.B. Use of Personal Information to Identify You and Process Transfer Transactions

You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then

You are also authorizing all Participating Financial Institutions and *Zelle* to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any Member you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and
- any Member's Financial Institution, *Zelle*, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our Wells Fargo U.S. Consumer Privacy Notice, which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

### 7.C. Additional Provisions Concerning Use of Information

You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Members to whom you send funds or from whom you receive funds using the Transfer Service,
- *Zelle*,
- Member's Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third parties about your account or the transfers you make, in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus, and merchants.

Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Addendum,
- you are not violating any other person's rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

#### **7.D. Changes to Email Addresses and Telephone Numbers**

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. Address and telephone number changes may be initiated:

- at your request;
- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

## 8. Power of Attorney

For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund 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 completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of Wells Fargo and your use of the Transfer Service. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN Wells Fargo IS EFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, Wells Fargo IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Wells Fargo, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.

## 9. Limitation of Liability

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY NON-Wells Fargo FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE NON-Wells Fargo FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR MOBILE PHONE NUMBERS PROVIDED TO US.

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).

# 10. Your Fund Transfers to Other Members

## 10.A. Types of Fund Transfers

You may use the Transfer Service to perform Transfer Transactions.

We may from time to time make available additional or new features to the Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that:

- all Transfer Transactions you initiate are for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction, and
- you are authorized by the receiving Member to make funds transfers to the Member's account at the Member's Financial institution.

## 10.B. Sending Money; Debits by Participating Financial Institutions

### i. General Information

You may send money to another Member at your initiation or in response to that Member's request for money. **For your protection, you should only send money to people you know and trust.** You understand that use of this Transfer Service by you shall at all times be subject to (i) this Addendum, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your Funding Account. You understand that when you send the payment, you will generally 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 Transfer Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Participating Financial Institution, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

### ii. Timing of Transfer Transactions

In most cases, when you are sending money to another Member, 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 Participating 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 Member with *Zelle*, either in the *Zelle* mobile app or with a Participating Financial Institution, 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 Member may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

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

We have no control over the actions of other Members, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Member.

### iii. Requirement for an Advanced Access Code

An Advanced Access code is required when you send money to a Member for the first time. We will send you a text message with an Advanced Access code to your mobile phone number on file. In most instances, we will be able to send you an Advanced Access code immediately; however, in some cases, there may be a delay in when you can initiate your transfer to a Member for the first time.

You can find additional information about Advanced Access here:

<https://www.wellsfargo.com/help/online-banking/advanced-access-faqs>

### 10.C. Frequency of Transfer Transactions

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts. We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of transfers you can make using the Transfer Service.

### 10.D. Dollar Amount of Transfer Transactions for Sending Money

You may not make transfers in excess of the limits described below. The amount of money you can send will vary based on the type of Funding Account you use, your recipient, and the transaction history for each recipient. Transfers to established recipients from a Wells Fargo Bank Funding Account may be made up to a daily dollar limit of \$2,500 and a 30-day rolling dollar limit of \$20,000. Transfers to new recipients are subject to lower limits. Higher limits may apply in certain transactions or if you are using a Funding Account from Wells Fargo Advisors or The Private Bank. **Please note the amount of money you can send a new recipient may be initially restricted; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.** For more details on applicable limits, log in to the Transfer Service on Wells Fargo Online Banking (choose Send Money and select Transfer Limits) or Wells Fargo Mobile Banking (choose Send Money with *Zelle* and view the FAQs).

Transfer limits applicable to Members of other financial institutions are governed by the Member's Financial Institution's transfer service agreements. Transfer limits applicable to Members who use the separate *Zelle* transfer service website or mobile app are governed by *Zelle*'s separate transfer service agreements.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service without prior notice to you, unless otherwise required by applicable law or regulation. For example, in the event that your use of the Transfer Service has been suspended and reinstated, you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Transfer Service. Your transfer limits may vary from those of other Members, depending upon criteria we establish from time to time.

### 10.E. Transfer Transactions Subject to the Rules of the Funding Account

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the Nacha Operating Rules and any applicable card network rules (e.g., Visa or Mastercard).

### 10.F. Transfer Transaction Descriptions

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the

payment to your recipient that you will not include inappropriate or abusive language, emojis, messages, or content in the description or comment. You agree that we may monitor the contents of the description or comment, and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

#### **10.G. Failure or Rejection of Transfer Transactions**

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate, and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Member does not enroll with the Transfer Service; or,
- the receiving Member does not enroll with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the Transfer Transaction is not completed, we will notify you to contact your intended recipient.

If you do not have enough money in your Funding Account to make a Transfer Transaction, we may reject your request to initiate the Transfer Transaction.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Member or customers of that institution.

#### **10.H. Authorization for Fund Transfer and Suspense of Funds**

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient.

You also agree that the Member's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Member who has either:

- not yet enrolled in the Transfer Service;
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Member's Financial Institution.

You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each funds transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. **You understand and agree that we have no control over whether or not the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them.**

You authorize us to act as your agent in receiving and processing any return of funds or Notification of Change received through the Automated Clearing House system.

### **10.I. No Right to Cancel or Stop a Transfer Transaction**

Transfer Transactions that have been processed cannot be cancelled or stopped. **You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a Transfer Transaction**, except as otherwise provided by law or regulation (including, to the extent applicable, the protections described in Section 13 relating to EFTs for consumer accounts).

## 11. Processing Payments by Other Members to You; Refunding Payments and Payment Disputes

### **11.A. Payments to You from Other Members**

#### **i. General Information**

Once a Member initiates a transfer of money to your email address or mobile phone number enrolled with the Transfer Service, you have no ability to stop the transfer. By using the Transfer Service, you agree and authorize us to initiate credit entries to your Deposit Account.

All fund transfers payments received are subject to the rules and regulations governing your Deposit Account.

#### **ii. Timing of Transfer Transactions**

Most transfers of money to you from other Members 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 Participating Financial Institutions, 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 communication preferences (i.e., email, push notification).

In some cases, a Member, who is a business or government agency, may send payments to you using the email address or mobile phone number that you enroll. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Addendum and the procedures of the business or government agency that is sending you the payment.

#### **iii. Dollar Amount of Transfer Transactions for Receiving Money**

With some exceptions, as noted in this section, Wells Fargo does not set limits on the funds you can receive from other Members. However, for Wells Fargo account-based transactions, where a Wells Fargo Member transfers funds directly to your Deposit Account using your account number rather than your mobile phone number or email address, you can receive up to \$10,000 per day, per account. In addition, the funds you can receive from another Member may be limited by applicable card network rules, the Member's Financial Institution's transfer service agreements, or *Zelle*'s separate transfer service agreements.

#### **iv. Processing Transfer Transactions**

You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:



- not yet identified a Deposit Account, or
- closed your prior Deposit Account but still have other accounts open with us.

We may return all or part of any Transfer Transaction to the sending financial institution, at any time and in our sole discretion, if either:

- we are unable to establish that you are the intended recipient of the Transfer Transaction,
- you do not enroll with the Transfer Service the specific email address or telephone number the sending Member has provided to us for you,
- we reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation,
- the Member sending the funds has exceeded any of the sending limits established by the Member's financial institution for Transfer Transactions,
- you have exceeded or will, by receiving the pending Transfer Transaction, exceed any of your receiving limits for Transfer Transactions,
- we are advised that either the Participating Financial Institution, the Member initiating the Transfer Transaction, or the owner of the Funding Account from which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized, or
- you do not identify a Deposit Account within a reasonable time, not to exceed 14 calendar days, after you are sent notice of a pending Transfer Transaction.

#### **11.B. Refunding Payments Made to You by Members**

You agree that you are responsible for the full amount of any Transfer Transaction we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Transfer Transaction, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member from whom you receive money through a Transfer Transaction.

#### **11.C. Discharge of Obligations**

You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the recipient of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other applicable law.

## 12. Requesting Money from Another Member and Receiving a Request for Money

#### **12.A. Requesting Money**

We may, at our option, offer you the ability to send a request for money to another Member. You understand and agree that:

- All requests for money must be delivered to an email address if a Member has not enrolled a mobile phone number with us, Zelle, or a Participating Financial Institution.

- Members to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Members by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if a Member rejects or ignores your request, or sends you an amount that is less than you request. If a Member 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 Member. We have no obligation to advise you on whether or not the request has been received.
- You will not make or repeat a request for money to a Member after you have received notice from any person that either:
  - the Member does not wish to receive a request for money from you, or
  - the Member disputes or disclaims the obligation for which the request is made.
- You agree that you are not engaging in the business of debt collection by attempting to use the Transfer 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 us, *Zelle*, its owners, directors, officers, agents, and Participating 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 Members, 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.
- You may not have more than 30 pending requests at any one time.

## **12.B. Receiving a Request for Money**

We may offer other Members the ability to send you a request for money. You have no obligation to respond to the request, either through the Transfer Service or otherwise. You authorize us to deliver to you all requests made by other Members that we reasonably believe are addressed to you. You understand and agree that:

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Members.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guarantee that you will receive requests addressed to you through the Transfer Service.
- We may not be able to prevent or block requests from being sent to you, either by specific Members or generally.

# 13. Electronic Fund Transfer Provisions Applicable to Consumers

## **13.A. Applicability**

The provisions in this Section apply only to electronic fund transfers (EFTs) that debit or credit a consumer’s checking, savings, or other asset account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. You can find the terms and conditions that apply to EFTs that debit or credit a brokerage account in your brokerage account agreement, not this Addendum.

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Addendum but defined in Regulation E will have the meaning given in Regulation E.

### 13.B. Your Liability for Unauthorized EFTs

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

<b>Event: Loss or theft of Access Device (including username and password)</b>
<b>If you notify us...</b> Within two Business Days after learning of the loss or theft.
<b>Your liability won't exceed...</b> Lesser of \$50, OR the total amount of unauthorized EFTs that occur before notice to us.

  

<b>Event: Loss or theft of Access Device (including username and password)</b>
<b>If you notify us...</b> More than two Business Days after learning of the loss or theft of your Access Device up to 60 days after we send you a statement showing the first unauthorized transfer made with Access Device.
<b>Your liability won't exceed...</b> Lesser of \$500, OR the sum of: a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.

  

<b>Event: Loss or theft of Access Device (including username and password)</b>
<b>If you notify us...</b> More than 60 days after we send you a statement showing first unauthorized EFT made with Access Device.
<b>Your liability won't exceed...</b> <ul style="list-style-type: none"><li>• For transfers occurring WITHIN the 60 day period: Lesser of \$500, OR the sum of: (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.</li><li>• For transfers occurring AFTER the 60 day period, you may have unlimited liability, until you notify us.</li></ul>

<p><b>Event: Unauthorized EFT(s) NOT involving loss or theft of an Access Device (including username and password)</b></p>
<p><b>If you notify us...</b>          Within 60 days after we send you a statement on which the unauthorized transfer first appears.</p> <p><b>Your liability won't exceed...</b>          No liability.</p>

<p><b>Event: Unauthorized EFT(s) NOT involving loss or theft of an Access Device (including username and password)</b></p>
<p><b>If you notify us...</b>          More than 60 days after we send you a statement on which the unauthorized transfer first appears.</p> <p><b>Your liability won't exceed...</b>          Unlimited liability for unauthorized EFTs occurring 60 days after the statement and before notice to us.</p>

If your delay in notifying us was due to extenuating circumstances, we'll extend the times specified in the immediately preceding paragraphs to a reasonable period.

Note that these liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and do not apply to business accounts.

**13.C. In Case of Errors, Unauthorized EFTs, or Questions**

Here's how to notify us when you believe that an error, unauthorized EFT, or unauthorized transfer has been or may have been made:

- **Phone. 1-800-956-4442**, 24 hours a day, 7 days a week.
- **Paper Mail.** Wells Fargo Bank, N.A., P.O. Box 4132, Concord, CA 94518-4917.
- **Online.** Sign on to the Service with your username and password and use the appropriate form.

To notify us of errors in brokerage account transfers, follow the procedures in your brokerage account agreement.

To limit your liability for subsequent unauthorized transfers, or to report any other errors, we must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

When contacting us about an error or with questions, please tell us:

- Your name and account number (if any).
- About the error or the transfer you question, and clearly explain why you believe it is an error or why you need more information.
- The dollar amount and date of the suspected error.

If you report a problem by phone, we may ask you to submit your complaint or question in writing within 10 Business Days. We'll determine whether an error occurred within 10 Business Days after we hear from you and will promptly correct any

error. If we need more time to conduct our investigation, we'll notify you of our need for an extension of up to 45 days. If we decide to do this, we'll provisionally credit your account within 10 Business Days for the amount you think is in error, so you can use the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and don't receive it within 10 Business Days, we may not provisionally credit your account.

We may permit you to initiate or monitor the status of certain kinds of complaints or questions electronically on the Website. Complaints or questions you initiate via the process we provide on the Website will be considered as written notification.

For errors involving new accounts, our investigation may take up to 90 calendar days. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation and you can ask for copies of the documents that we used in our investigation.

#### **13.D. Documentation**

You have the right to find out whether an EFT was credited to or debited from your Wells Fargo account. Please contact the Wells Fargo Phone Bank at the number listed on your statement for your Wells Fargo Account. We will send you a monthly statement if there is an EFT in a particular month. Otherwise, we will send you a statement at least quarterly.

You may also access a history of all fund transfers completed or pending at any time by viewing your account activity or statements.

#### **13.E. Our Liability to You**

If we do not complete a Transfer Transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer,
- The transfer would go over the credit limit on a credit account linked for overdraft protection,
- The Transfer Service was not working properly and you knew about the breakdown when you started the transfer,
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception stated in any of our agreements with you.

## 14. Transfer Transaction History

Your Transfer Transactions will appear in the online transaction history and in the periodic statements for your Funding Account.

## 15. Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication,

ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## 16. Miscellaneous

Subject to the terms of this Addendum, the Transfer 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 United States bank holidays.

## 17. Additional Provisions from the *Zelle Network*

As a condition of your use of the Transfer Service, *Zelle* requires you to agree to the following additional provisions.

### **17.A. *Zelle's* 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 TRANSFER 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 TRANSFER SERVICE DESCRIBED OR PROVIDED. *ZELLE* DOES NOT WARRANT THAT THE TRANSFER SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE TRANSFER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### **17.B. *Zelle's* Limitation of Liability for Transfer Service**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR PARTICIPATING FINANCIAL INSTITUTIONS 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 TRANSFER 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 ADDENDUM, 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 PARTICIPATING FINANCIAL INSTITUTIONS 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).

**17.C. Your Indemnification of Zelle**

You acknowledge and agree that you are personally responsible for your conduct while using the Transfer Service, and except as otherwise provided in this Addendum, you agree to indemnify, defend, and hold harmless *Zelle*, its owners, directors, officers, agents, and Participating 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 attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Transfer Service, or any violation by you of the terms of this Addendum.

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