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# Keesler Federal Credit Union

## **Zelle® Terms and Conditions**

Updated September 2021

### **1. Description of Services**

Keesler Federal Credit Union (KEESLER FEDERAL) has partnered with the *Zelle Network* (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). KEESLER FEDERAL will refer to financial institutions that have partnered with Zelle as “Network Banks.”

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 SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

### **2. Eligibility and User Profile**

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to the terms and conditions of this agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

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

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. KEESLER FEDERAL reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. KEESLER FEDERAL further reserves the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

### **3. Privacy, Information Security, and Consent to Share Personal Information (Including Account Information)**

You agree that KEESLER FEDERAL may collect, transmit, store, and use certain information about you and your use of your account in the Service. KEESLER FEDERAL will use, share and protect your personal information in accordance with our Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review our Privacy Notice found at <https://www.KFCU.org/privacy-policy/>

You acknowledge that other third parties, such as Zelle, will have access to certain details of the transactions you make using the Service. You acknowledge that KEESLER FEDERAL does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not the KEESLER FEDERAL Privacy Policy.

### **4. Wireless Operator Data**

KEESLER FEDERAL or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or

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any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, member type, mobile device identifiers and other device and subscriber status information) to Keesler Federal Credit Union (KEESLER FEDERAL) or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle*'s Privacy Policy at <https://www.Zellepay.com/privacy-policy> for how it treats your data, and KEESLER FEDERAL's Privacy Policy at <https://www.kfcu.org/privacy-policy/>

## 5. Enrolling for the Service

To participate as a User, you must first enroll to use the Service through your KEESLER FEDERAL Mobile Application or Online Banking. You must provide KEESLER FEDERAL with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- a. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- b. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.

## 6. Consent to Emails and Automated Text Messages

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

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify KEESLER FEDERAL if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either KEESLER FEDERAL or *Zelle*, or that KEESLER FEDERAL 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.

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- d. Neither KEESLER FEDERAL or your wireless carrier are liable for any delay or failure to deliver any message sent to or from KEESLER FEDERAL or *Zelle*, including messages that you may send through KEESLER FEDERAL or through *Zelle* or that KEESLER FEDERAL may send or *Zelle* may send on your behalf.
  - e. To cancel text messaging, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Member Contact Center at 1-888-KEESLER (533-7537).

You consent to receive electronic communications and disclosures from KEESLER FEDERAL and *Zelle* in connection with your use of the Service. You agree that by providing telephone number(s), email addresses, and other contact information to KEESLER FEDERAL now or at any later time, you authorize KEESLER FEDERAL to contact you using such information regarding any of your KEESLER FEDERAL accounts. You also consent to KEESLER FEDERAL using any means to call you at any telephone number(s) provided, including by (i) placing calls using an automated dialing system to a cell, VoIP or other wireless phone numbers, and (ii) sending prerecorded messages or text messages to those numbers, even if you may be charged for the calls or text messages. You also consent to KEESLER FEDERAL monitoring or recording any phone call with you; contacting you by email or any other form of electronic communication and/or by fax in accordance with applicable law; and using third parties to contact you by phone, email, other electronic communication or by fax to the same extent as though KEESLER FEDERAL were making those contacts itself. If at any time you revoke this consent, we may suspend or cancel your ability to use the Service. You acknowledge and agree that KEESLER FEDERAL may contact your wireless service provider and authorize your wireless service provider to disclose certain information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to KEESLER FEDERAL.

## **7. Review of Transfers**

All transfers of funds through *Zelle* are subject to review for compliance with applicable laws, including, without limitation, the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (“PATRIOT”) Act of 2001, and the rules and regulations adopted pursuant thereto, as well as the trade and economic sanctions programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”). Transfer reviews may also assess whether your account activity and the activity of users with whom you have transacted comply with these Terms of Use and your KEESLER FEDERAL account agreement(s). All funds transfers through *Zelle* may also be screened for compliance with applicable economic and trade sanctions and monitored for anti-money laundering purposes. All and any information, obligatory or optional, provided in the funds transfer instructions, description of the transaction, or any other information submitted in connection with the funds transfer may be used by KEESLER FEDERAL in its review. Such review may result in the funds being delayed or blocked.

## **8. Receiving Money; Money Transfers by Network Banks**

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

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, KEESLER FEDERAL, *Zelle* and the other Network Banks, KEESLER FEDERAL may need, or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. KEESLER FEDERAL may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If KEESLER FEDERAL delays or blocks a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

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

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## 9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, KEESLER FEDERAL may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

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

KEESLER FEDERAL has 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.

## 10. Liability

Neither KEESLER FEDERAL nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of KEESLER FEDERAL or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither KEESLER FEDERAL 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).

KEESLER FEDERAL is providing this service as an accommodation to its members and therefore assumes no liability whatsoever of any nature or kind with respect to any failure in a transaction regardless of cause. By use of this service you, as a member of KEESLER FEDERAL, release KEESLER FEDERAL from any and all claims with respect to all of your transactions pursuant to this agreement or any particular transaction and you assume responsibility for any failures with respect to same. Is the intent of this disclaimer of liability to give to KEESLER FEDERAL the broadest interpretation possible in favor of limiting KEESLER FEDERAL's exposure to claims. You assume all responsibility for the information used in the transaction including, but not limited to, the correctness of addresses and numbers, all responsibility for the security of any device under your control used with respect to a transfer and any mistake or error made during the transfer process.

## 11. Send Limits

Your daily *Zelle* limits are disclosed in the *Zelle* user experience in your KEESLER FEDERAL Mobile app or Online Banking. KEESLER FEDERAL reserves the right to change from time to time the dollar amount of the transfers you are permitted to make using the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided in these Terms of Use, you understand and agree that your use of the Service thereafter may be subject to different limitations on the

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dollar amount of the transfers you may make than would otherwise be permitted by KEESLER FEDERAL.

## 12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither KEESLER FEDERAL nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither KEESLER FEDERAL nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, KEESLER FEDERAL may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *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 attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

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

KEESLER FEDERAL reserves the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

## 13. Transaction Errors

If you have a question about a transfer you received or expected to receive, then you should contact the sender and attempt to resolve the issue. You understand that KEESLER FEDERAL 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 transfer instructions on your behalf.

You understand that *Zelle* or other Network Financial Institutions receiving the transfer instructions may rely on such information. KEESLER FEDERAL, *Zelle*, or other Network Financial Institutions are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

**You understand that if you provide KEESLER FEDERAL with incorrect information or if there is any error in your instruction, you 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, KEESLER FEDERAL reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## 14. Your Liability for Unauthorized Transfers

Tell KEESLER FEDERAL **IMMEDIATELY** if you believe that your KEESLER FEDERAL Mobile app password has been stolen or a transfer has been made without your permission. Calling us is the best way of limiting your potential risk. You could lose all the money in your KEESLER FEDERAL account, plus your maximum overdraft line of credit or the balance in any other account connected to your enrolled KEESLER FEDERAL account for overdraft protection.

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In case of errors or questions about transactions made using the Service through KEESLER FEDERAL, promptly call our Member Contact Center at 1-888-KEESLER (533-7537).

For more information on your rights and obligations concerning unauthorized transactions or errors, please refer to KEESLER FEDERAL "Deposit Terms and Conditions" which is an account disclosure, provided to you when you opened your registered KEESLER FEDERAL account. If you need a copy, call our Member Contact Center at 1-888-KEESLER (533-7537).

## 15. Liability for Failure to Complete Transfers

If KEESLER FEDERAL or *Zelle* does not complete a transfer to or from your enrolled KEESLER FEDERAL account within the timeframes as described in these Terms of Use, or in the correct amount, in accordance with the Terms of Use, we will be liable to you for your direct losses and damages. However, KEESLER FEDERAL and *Zelle* will not be liable in the following circumstances:

- If, through no fault of KEESLER FEDERAL or *Zelle*, the sender does not properly complete the transfer to your enrolled KEESLER FEDERAL account
- If, through no fault of KEESLER FEDERAL or *Zelle*, you do not have enough money in your KEESLER FEDERAL account to make the transfer
- If, through no fault of KEESLER FEDERAL or *Zelle*, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with *Zelle*
- If the Service or your KEESLER FEDERAL Mobile app was not working properly and you knew about the malfunction when you initiated the transfer
- If circumstances beyond KEESLER FEDERAL's or *Zelle*'s control (such as but not limited to, fire, flood, war, insurrection or act of God) prevent the transfer, despite reasonable precautions that KEESLER FEDERAL or *Zelle* have taken
- If KEESLER FEDERAL has reason to suspect that the transaction is unauthorized, or KEESLER FEDERAL has placed restrictions on the use of the Service or your enrolled KEESLER FEDERAL account for security reasons
- If the funds in your KEESLER FEDERAL account are frozen (for example, because of a court order) and KEESLER FEDERAL is not legally permitted to complete the transfer
- If you have failed to use the Service, your KEESLER FEDERAL Mobile app or your enrolled KEESLER FEDERAL account in accordance with our instructions
- There may be other instances, either stated in these Terms of Use or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled KEESLER FEDERAL account using the Service on time or in the correct amount.

## 16. Fees

While we do not currently impose fees for using the Service, we reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the Service.

Your enrolled KEESLER FEDERAL account is subject to fees and charges as outlined in the schedule of service charges and fees in your account agreement. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage and/or text messaging.

## 17. Cancellation of the Service and Right to Terminate Access

You may cancel your use of the Service at any time by notifying KEESLER FEDERAL of your intent to cancel by calling our Member Contact Center at 1-888-KEESLER (533-7537), or logging into *Zelle* and navigating to the Setting/Preferences menu, and then removing your phone number and email address. Canceling your use of the Service means that you will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the Service, any transfers in process using the Service will be completed to or from your enrolled KEESLER FEDERAL account, but no new transfers will be initiated to or from your enrolled KEESLER FEDERAL account through the Service. We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or any third-party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by

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KEESLER FEDERAL, at our sole discretion, and additional terms and conditions may apply.

We reserve the right, subject to applicable law, to terminate or suspend the Service and your right to use the Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of these Terms of Use or the rights of KEESLER FEDERAL and/or *Zelle*, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service.

The Service may not be available at all times. In the event that KEESLER FEDERAL at any time incurs a problem with your use of the Service, including without limitation a failure in attempting to debit your eligible KEESLER FEDERAL account or to collect with respect to any of your transfers using the Service, and without limiting any other right or remedy that KEESLER FEDERAL may have under these Terms of Use or otherwise, KEESLER FEDERAL reserves the right to suspend or terminate a transfer or your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for KEESLER FEDERAL to take in order to protect KEESLER FEDERAL from loss. In the event of such a suspension, you may request reinstatement of your use of the Service by contacting KEESLER FEDERAL using any of the methods provided for within these Terms of Use. In the event that your Service is terminated, you understand that you may not request reinstatement of your use of the Service. KEESLER FEDERAL reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event KEESLER FEDERAL agrees to reinstate your use of the Service, KEESLER FEDERAL reserves the right to initially reinstate your use of the Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Service. Based upon your subsequent usage of the Service, KEESLER FEDERAL in its sole discretion may thereafter restore your ability to effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

## **18. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, KEESLER FEDERAL AND *ZELLE* MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. KEESLER FEDERAL AND *ZELLE* EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. KEESLER FEDERAL AND *ZELLE* DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## **19. Limitation of Liability**

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

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED FIVE HUNDRED DOLLARS (\$500.00).

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## **20. Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this agreement, you agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers, agents and Network Banks (including but not limited to KEESLER FEDERAL) from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this agreement.

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

This agreement shall be construed pursuant to the laws of the State of Mississippi and Mississippi law shall apply regardless of the application of any choice of law rules. Any lawsuit which may be filed pursuant to this agreement or in any way related to this agreement shall be filed in the Circuit or County Court of Harrison County Mississippi, 2nd judicial District or in the United States District Court for the Southern District of Mississippi, Southern Division located in Gulfport, Mississippi.

Should any provision of this agreement be found to be unenforceable or contrary to law, then this agreement shall be given its broadest interpretation without said provision in order to achieve the goals and understandings of the parties as expressed above.

## **22. Miscellaneous**

Subject to the terms of this agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays. Contact KEESLER FEDERAL Member Contact Center at 1-888-KEESLER (533-7537).