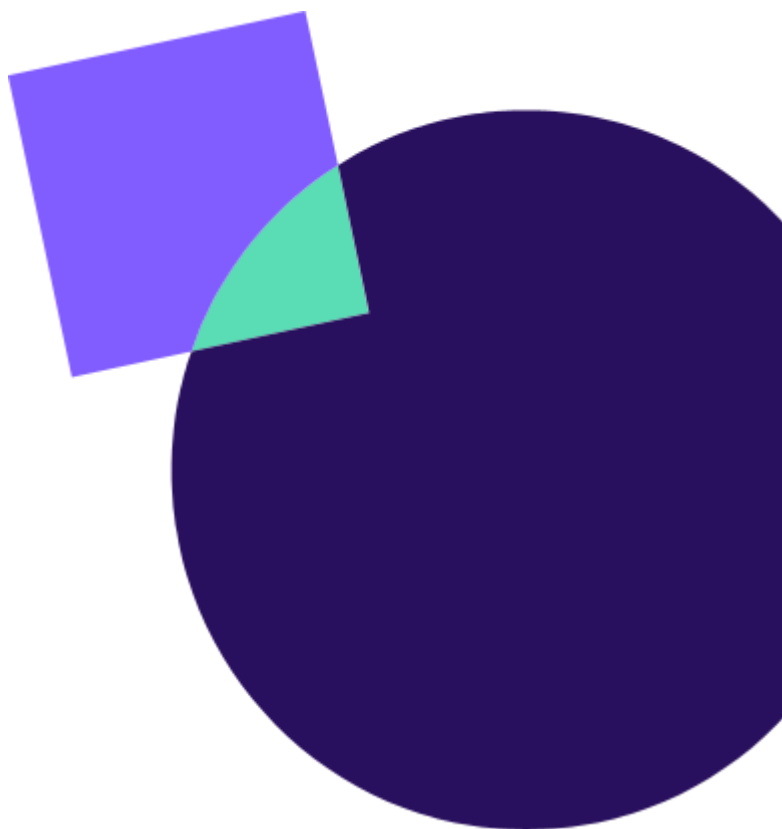




Zelle Network[®] Standard Terms

April 2025



Copyright © 2016-2022 Early Warning Services LLC All rights reserved.

This document contains confidential and proprietary information of Early Warning Services LLC or its Affiliates and may not be disclosed to others than the employees, officers, directors, and legal counsel of the entity to whom it was originally distributed (and those of such entity's Affiliates) who have a need to review this document in connection with such entity's participation in the services offered by Early Warning Services LLC or its Affiliates. It must not be duplicated, published, or used for any other purpose than originally intended without the prior written permission of Early Warning Services LLC. Information in this manual is believed to be accurate and reliable. However, no responsibility, financial or otherwise, is accepted for any consequences arising out of the use or misuse of this material. If you do not agree with any of the foregoing terms, any and all printed or electronic copies of this document must be destroyed immediately.

All other product and brand names mentioned in this document are trademarks or registered trademarks of their respective companies

Important Note: Early Warning Services, LLC and the Authors of this document do not purport to provide legal advice to you or your organization by providing this document. You are advised to obtain legal advice from your own legal counsel regarding your obligations under Federal, State and Local laws and regulations pertaining to the service(s) described herein. Nothing in this document shall be construed to amend or supersede the terms of the agreement(s) between your organization and Early Warning Services.

Table of Contents

Zelle Network® Standard Terms	5
1. Description of Services	5
2. Eligibility and User Profile	5
3. Consent to Share Personal Information (Including Account Information)	6
4. Privacy and Information Security	6
5. Wireless Operator Data	6
6. Enrolling for the Service	6
7. Consent to Emails and Automated Text Messages	7
8. Receiving Money; Money Transfers by Network Banks	7
9. Sending Money; Debits by Network Banks	8
10. Liability	8
11. Send Limits	8
12. Requesting Money	9
13. Transaction Errors	9
14. Your Liability for Unauthorized Transfers	10
15. Liability for Failure to Complete Transfers	11
16. Fees	11
17. Use of Our On-line Banking Site and/or Mobile App	11
18. Cancellation of the Service	11
19. Right to Terminate Access	11
20. Disclaimer of Warranties	12
21. Limitation of Liability	12
22. Indemnification	12
23. Governing Law; Choice of Law; Severability	12
24. Miscellaneous	13

This page intentionally left blank

Zelle Network[®] Standard Terms

1. Description of Services

a. The Zelle Network[®] ("Zelle[®]") is a convenient way to send and receive money with others you trust. Zelle enables you to send and receive money with customers who are enrolled with us or with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses, mobile phone numbers, or other unique identifiers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Financial Institutions."

b. Zelle[®] provides no deposit account or other financial services. Zelle[®] neither transfers nor moves money. You may not establish a financial account with Zelle[®] of any kind. All money will be transmitted by a Network Bank.

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

2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this agreement (this "Agreement"). The terms of the SoFi Bank Deposit Account Agreement are hereby incorporated by reference into this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

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

Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle[®], as determined by Zelle[®] in its sole discretion; or (f) in Zelle[®]'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle[®] or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle[®] have any obligation to monitor any content, both we and Zelle[®] have absolute discretion to remove content at any time and for any reason without notice. We and Zelle[®] may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle[®] are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle[®] make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle[®] tag.” You will be limited to one Zelle[®] tag per bank account, and each Zelle[®] tag must have one U.S. mobile phone number or email address associated with it. Your Zelle[®] tag must meet the Content Standards. You may not select a Zelle[®] tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle[®] have any obligation to monitor User Zelle[®] tags, both we and Zelle[®] have absolute discretion to remove a User Zelle[®] tag at any time and for any reason without notice. We and Zelle[®] may require you to change your Zelle[®] tag in our sole discretion, and we may elect to make a Zelle[®] tag unavailable to you, without any liability to you. We and Zelle[®] may also monitor User Zelle[®] tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle[®] tag that is offensive, indecent, or objectionable. We and Zelle[®] are not responsible for, and assume no liability, for any User Zelle[®] tags, including any loss or damage caused thereby. We and Zelle[®] make no representation or warranty that a User Zelle[®] tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

We may amend or change this Agreement from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the sites within the Service (the “Site(s)”). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes available will be considered your agreement to the change.

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

You understand and agree that we may disclose non-public personal information, including information about your SoFi Checking and Savings account, with Zelle[®] and other Network Banks for the purposes set forth in the Zelle Network[®] Participation Rules.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access the [SoFi U.S. Consumer Privacy Notice](#), which is incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

We or Zelle[®] may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle[®] with your wireless operator account profile information for the duration of our business relationship.

6. Enrolling for the Service

a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no

disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time. You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

b. Once enrolled, you may:

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

ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

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

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

e. If you enroll for the Service and select to use a Zelle tag, the mobile phone number associated with your User profile will be used as the contact method for communication related to the Service and must meet the requirements described herein.

7. Consent to Emails and Automated Text Messages

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

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

b. You will immediately notify us if any email address or mobile phone number you have enrolled or is used as a contact method for a Zelle[®] tag is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or Zelle[®] or that we may send or Zelle[®] may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle[®] sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle[®], including messages that you may send through us or through Zelle[®] or that we may send or Zelle[®] may send on your behalf.

e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, contact our customer service at 1-855-456-7634. You expressly consent to receipt of a text message to confirm your "STOP" request.

8. Receiving Money; Money Transfers by Network Banks



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

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

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

9. Sending Money; Debits by Network Banks

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

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

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

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor Zelle[®] shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle[®] to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle[®] shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE[®] TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER WE NOR ZELLE[®] OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

11. Send Limits

The following limits apply to Zelle[®] transfers. SoFi Bank reserves the right to modify these limits at any time and in its sole discretion.

	Per Transaction	Per Day
Send Limit	\$1,000	\$1,000

There are no receiving limits for Zelle® transfers.

12. Requesting Money

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

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless us, Zelle®, Network Banks, and our respective owners, directors, officers, agents, and employees from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

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

13. Transaction Errors and Your Liability for Unauthorized Transfers

It is your responsibility to review all account statements promptly upon receipt. You should contact SoFi Bank immediately at 1-855-456-7634, or in writing at SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121 if you have any questions or concerns about the activity reflected on your account statement. We strongly encourage you to log into your SoFi account regularly to review your transaction activity and immediately alert us about any transactions you don't recognize. It is also your responsibility to take reasonable steps to protect the security of your SoFi account. You should not share your SoFi account login information with others. Please note that if you give someone access to your SoFi account (i.e., by giving them your password or login credentials) and they access or use your account, then you are responsible for any transactions made by them.

Notify us IMMEDIATELY at 1-855-456-7634 or in writing at SoFi Bank, N.A., 2750 East Cottonwood Parkway #300, Cottonwood Heights, Utah 84121 if you believe that your password or account credentials have been lost or stolen or if you believe that an online transfer has been made without your permission. If you (a) have questions about your statement, (b) think your statement is wrong, (c) need more information about an online transfer, or (d) think an online transfer is incorrect or unauthorized, please contact us at the number or



address above as soon as possible.

The unauthorized use of the Services could cause you to lose all of the money in your SoFi Checking account. If you notify us within two (2) business days after you learn of the loss or theft of your password or login credentials that an unauthorized online transfer has been made from your SoFi Checking account, you can lose no more than \$50.00 if someone has made an unauthorized online transfer without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your password or that an unauthorized online transfer has been made from your SoFi Checking account, and we can prove that we could have stopped someone from using your account without your permission if you had promptly notified us, you could lose as much as \$500.00.

Additionally, if you believe that there is an online transfer on your account statement that you did not make, you must notify us of your concern no later than 60 days after we sent the FIRST statement on which the transfer appeared. We are not liable to you for any damages resulting from a transfer you fail to timely report, and you agree to not make a claim against us for such damages. If you do not tell us within sixty (60) days after the account statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Written information requests and reports relating to account errors, unauthorized transfers, account breaches or suspicious activity should include the following information:

- Your full name and account number (if any);
- A clear description of the account error, unauthorized transfer, or suspicious activity;
- A description of any information or documents needed and an explanation for the request; and
- If applicable, the dollar amount of any suspected error.

If you notify us orally, we may require that you send us written confirmation of details of the incident within ten (10) Business Days.

We will determine whether an unauthorized transfer or other account error occurred within ten (10) business days after we hear from you and will correct any unauthorized transfer or other account error within one (1) business day. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation and provide notice to you within two (2) business days after the provisional crediting of the amount and date of the provisional crediting.. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts (i.e. accounts opened less than 30 days old), we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation, including notice that a provisional credit has been made final, if applicable. If we decide that there was no unauthorized transfer or other account error or if a different error occurred, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation, which we will provide promptly. If you received a provisional credit, after giving you five (5) business days' notice of the date and amount to be removed, we will remove the provisional credit from your Account.

Upon fully complying with the error resolution requirements stated herein, we will have no further responsibilities under this section should you later reassert the same error or unauthorized transaction. If you provide new and /or /additional documentation and information concerning an error, we may elect to re-open our investigation.

In the event of any conflict between this Section and the SoFi Bank Deposit Account Agreement, the SoFi Bank Deposit Account Agreement shall govern.

14. Liability for Failure to Complete Transfers

If we do not complete a transfer you send from your SoFi Checking account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- If, through no fault of ours, your account does not contain sufficient funds to make the transfer and the transfer would exceed any overdraft for such account.
- The Service, your operating system or software was not functioning properly at the time you attempted to initiate such transfer, and it was evident to you at the time you began the transfer.
- Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- If you have not provided us with complete and correct transfer information, including without limitation the financial institution name and account number (if applicable) for your “Pay To” and “Pay From” accounts enrolled with Zelle, the email address or mobile phone number of the recipient for transfers you send, and transfer amount for a transfer.
- If the intended recipient of a transfer is not enrolled with the Service.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable.

15. Fees

There is no service fee from us to use the Service. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated SoFi Checking account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Service.

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

You agree to access the SoFi website and/or SoFi mobile app in compliance with our SoFi Terms of Use, which are available at <https://www.sofi.com/terms-of-use/and> incorporated into and made part of this Agreement by this reference.

17. Cancellation of the Service

You may cancel the Service by contacting SoFi Bank at 1-855-456-7634. By canceling the Service, any pending, repeating and future dated transfers will also be terminated, however any transfer that is in process cannot be cancelled by you. When you cancel the Service, you will no longer be able to access or use the Service and you will not receive a refund of service fees, if any. When you cancel the Service, it will not cancel your other online services or your account relationships, if any, with us.

18. Right to Terminate

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or your use of the Service, in whole or part, at any time and for any reason without prior notice, including for reasons involving your use of the Service which we may deem to be illegal or potentially brand damaging, and when you no longer have an eligible SoFi Checking account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Further, if your SoFi Checking account is not in good standing or if you do not meet other eligibility criteria, as set forth in the SoFi Bank Deposit Account Agreement, your account will not be eligible to be used in Zelle transactions. We may determine other eligibility criteria in our sole discretion.

19. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE[®], INCLUDING OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE[®] EXPRESSLY



DISCLAIM 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. NEITHER WE NOR ZELLE[®], INCLUDING OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

20. Limitation of Liability

Neither we nor Zelle[®] shall be liable for any typos or keystroke errors that you may make when using the Service.

YOU AGREE THAT YOU, NOT WE OR ZELLE[®], ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE[®], NETWORK BANKS, AND OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY LOSSES, INJURIES, OR 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.

FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS. OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES.

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

21. 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 us, Zelle[®], Network Banks, and our respective owners, directors, officers, employees, and agents from and against all claims, losses, expenses, damages, costs and expenses of any kind (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, the use of the Service by anyone using your card number, account number, PIN, user ID, or password, or any violation by you of the terms of this Agreement. Your obligations under this paragraph shall survive termination of this Agreement.

22. Governing Law; Choice of Law; Severability

You agree that this Agreement and its enforcement shall be governed by the laws of the State of New York, without reference to conflicts of law principles. If any provision or condition of this Agreement is or becomes inconsistent with any applicable present or future law, regulation or rule or shall be held invalid or

unenforceable by a court, regulatory (or self-regulatory) agency or body, whether local, state, or federal (i) such provision or condition shall be deemed rescinded or appropriately modified, and (ii) all other provisions and conditions of this Agreement shall remain in full force and effect.

23. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle[®]'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle[®] and the Zelle[®] related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to (i) this Agreement, (ii) your use of the Service, (iii) any transaction related to your account, (iv) the exercise by SoFi of any rights established hereunder, including the suspension or closure of your account or any other action taken by SoFi related to your account, (v) advertisements, promotions or oral or written statements related to your account, (vi) any features, benefits or services related to your account; no matter how described, pleaded or styled; (vi) data breach or privacy rights incidents; or (vii) the relationship between the parties resulting from any of the foregoing, shall be finally and conclusively resolved by binding arbitration. Any Claim shall be subject to and governed by the terms of the Agreement to Arbitrate set forth in the SoFi Bank Deposit Account Agreement, including the class action waiver. You acknowledge and agree that for any Claims you assert against Zelle[®] or Early Warning Services, LLC, Zelle[®] or Early Warning Services, LLC are entitled to enforce the terms of the Agreement to Arbitrate against you.