

# Atlantic Union Bank Zelle® Terms and Conditions

December 6, 2021

**Note to Participants:** *Zelle transfers made after 4:00pm ET into an Atlantic Union Bank account will be available for withdrawal within 2 business days. For determining the availability of your transfer, every day is a business day, except Saturdays, Sundays, and federal holidays. Funds are not considered available until the transfer is reflected in the account's current balance. Please contact our Customer Care Center at 1-800-990-4828 if you have any questions or concerns.*

## 1. Description of Services

- a. We have 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*”). We will refer to financial institutions that have partnered with *Zelle* as “*Network Banks*.”
- b. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by a *Network Bank*.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

## 2. Eligibility and User Profile

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

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

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.

Subject to applicable law, we may amend or change this *Agreement* (including any applicable fees and service charges) from time to time, in its sole discretion, by posting the updated terms on the mobile app. Please access and review this *Agreement* regularly. If you find the *Agreement* unacceptable to you at any time, promptly cancel your profile and enrollment with *Zelle* and immediately discontinue your use of the *Services*. Your continued use of the *Services* after any amendment, modification or change to the terms and conditions of this *Agreement* shall constitute your agreement and acceptance to such amendment, modification or change.

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

By accepting this Agreement, you consent to Atlantic Union Bank's disclosure of your personal information (including bank account information) to Zelle and other Network Financial Institutions for the following purposes:

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

Except as otherwise provided above, Atlantic Union Bank will neither disclose nor share any of your personal information with Zelle, other Network Financial Institutions, affiliates or any third party for purposes of marketing their or Zelle's products or services to you.

### 4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Notice at <https://www.atlanticunionbank.com/about/helpful-links/privacy> which Atlantic Union Bank Privacy Notice is incorporated into and made a part of this Service 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. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

See Atlantic Union Bank's Privacy Policy online at <https://www.atlanticunionbank.com/about/helpful-links/privacy> for how it treats your data.

### 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 (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
  - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and

- ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

## 7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias 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 Service 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 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.

## 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, 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 Service 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 Service 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. Liability

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

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

## 10. Send Limits

We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments you may send, receive, or request over a certain period of time. If you attempt to send, receive, or request payment(s) in excess of your limit, such payment may be rejected. If you are permitted to send, receive, or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and we are not obligated to accept similar payment(s) at other times.

## 11. 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 Service 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 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.

## 12. Transaction Errors

You are responsible for all electronic funds transfers and electronic payments you make using the Service. If you permit other persons to use the Service or your User ID or Password, you are responsible for all electronic funds transfer transactions they make from your Activated Accounts. You are liable for all transfers and payments that you make or are made by any other user, even if such user exceeds your authority or is not an authorized signer on your Account. You must notify us immediately if you believe any of your Activated Accounts was accessed or your Password was used without your permission. As long as you give us timely notice within sixty (60) days after the date of the statement on which the error first appears in your Activated Account in accordance with the error resolution procedures in the Agreement or described in the EFT Disclosure Statement applicable to consumer electronic funds transfer transactions, we will reimburse you for the reasonable service charges that you have incurred due to our failure to comply with any instruction that you entered and we confirmed in accordance with this Agreement. This commitment does not cover delays or losses of payments by the U.S. Postal Service or any other common carrier, tax payments, court ordered payments, or any payment request not honored by Atlantic Union Bank. If you are an individual and use your Activated Account for personal, family or household purposes, important limitations on your liability for unauthorized electronic funds transfers and other electronic errors that are covered by Regulation E (12 C.F.R. Part 1005) are explained in our EFT Disclosure Statement. However, if you use the Services for any business activity, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use the Services and to prevent all unauthorized use by other employees or persons.

## 13. Your Liability for Unauthorized Transfers

If you believe an unauthorized transaction was made in any Activated Account in connection with any Service, call us immediately at 800-990-4828.

## 14. Liability for Failure to Complete Transfers

The Deposit Agreement, User Agreement, and our EFT Disclosure Statement describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. This Agreement applies to your online transactions under the Services. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (1) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (2) if the payment was a tax payment, a court ordered payment or payment to a payee outside the U.S.A. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 15. Fees

There is no fee to use the Service; however, regular charges will apply to your Account(s), as applicable. Please refer to Atlantic Union Bank's fee schedule available online at:

[https://www.atlanticunionbank.com/atlanticunionbank/media/Documents/Personal\\_Fee\\_Schedule.pdf](https://www.atlanticunionbank.com/atlanticunionbank/media/Documents/Personal_Fee_Schedule.pdf)

We may change the fees that apply to the Service, and the circumstances under which fees may be waived at any time for any reason. We will give you reasonable notice of such change as required by law.

If we process a transaction in accordance with your instructions that overdraws your Account with us, we may

assess a fee or charge interest for any such overdraft in accordance with the terms of the Deposit Agreements. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated 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 this website and/or mobile app in compliance with our Online Banking Agreement which is available at <https://www.atlanticunionbanksecure.com/bridge/disclosures/ib/disclose.html> and incorporated into and made part of this Service Agreement by this reference.

## **17. Cancellation of the Service**

To cancel this service, please call our Customer Contact Center at 1-800-990-4828.

## **18. Right to Terminate Access**

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.

## **19. Disclaimer of Warranties**

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

## **20. Limitation of Liability**

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

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

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

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

- The same laws that govern your account relationship with us, as explained in the Deposit Agreements and User Agreement, shall govern these Terms of Use. In any instance where you are not subject to the Deposit Agreements or User Agreement, or the terms of the Deposit Agreements or User Agreement are deemed inapplicable, then (i) the laws of the State of Ohio, excluding its conflict of law rules, shall govern these Terms of Use, and (ii) you hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of Use shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Commonwealth of Virginia.
- We will not be deemed to have waived any of our rights or remedies under these Terms of Use unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- If any provision of these Terms of Use conflicts with the law under which these Terms of Use are to be construed or if any provision of these Terms of Use are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of Use and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

## **23. Miscellaneous**

Subject to the terms of this Service 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.