



BANNER BANK ZELLE® NETWORK AGREEMENT

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 Zelle Network® Agreement (“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.

We reserve the right to change the terms of the Service. Notification of such change will be posted to <https://www.bannerbank.com/financial-resources/terms-and-tips> or sent at least thirty (30) days in advance of the effective date of any adverse change to you for this Service (such as for fees or limits on the type, amount or frequency of transactions) unless an immediate change is necessary to maintain the security of the Service or to comply with law. If such a change is made for security reasons or to comply with law, and it can be disclosed without jeopardizing the on-going security of the system, or for changes that are not adverse to you, we will post to <https://www.bannerbank.com/financial-resources/terms-and-tips> or send you notice of such change within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) or service(s) to which these changes relate. Continued use of the service constitutes acceptance of the change.

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

You authorize each Network Bank to use the email addresses and telephone numbers that are associated with you to process and route credits and debits you have authorized to and from your enrolled deposit account(s) (“Transfer Transactions”).

In particular, if you:

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

then you are also authorizing all Network Banks and Zelle to associate that email address or telephone number with you and with your enrolled deposit account(s).

You agree that we may provide information about you to:

- any User you contact, communicate with, send funds to, or receive funds from, using the Service, and
- any User’s financial institution, Network Bank, Zelle, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address.

You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent



"money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

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

You authorize us and other Network Banks to use information you provide to us, and information concerning your Transfer Transactions in order to:

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

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

- Users to whom you send funds or from whom you receive funds using the Service,
- Zelle,
- User's financial institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

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

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

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

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

You agree to promptly notify us if your email address or telephone number changes. You may change your email address or telephone number you use for the Service at any time. Address and telephone number changes may be initiated:

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

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

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Personal Information and Privacy Policy at <https://www.bannerbank.com/privacy-policy>, 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. See *Zelle*'s Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data and Banner Bank's Personal Information and Privacy Policy [<https://www.bannerbank.com/privacy-policy>] for how we treat 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 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 [53608](tel:53608). For help or information regarding text messaging, send HELP to [53608](tel:53608) or contact our customer service at [866-898-6119](tel:866-898-6119). You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: [Verizon Wireless, T-Mobile/Metro PCS](#)

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 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 *ZELLE* NOR *BANNER BANK* 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

We reserve the right to impose limits on the amount(s) and/or number of Transfer Transactions that you transmit using the Service and to modify such limits. If you attempt to initiate a Transfer Transaction in excess of these limits, we may reject your transaction. If we permit you to make a Transfer Transaction in excess of these limits, such transaction will still be subject to the terms of this Amendment, and we will not be obligated to allow such a transaction at other times. Daily and per-transaction dollar limits may vary and are subject to change at our sole discretion without prior notification to you. Refer to your Banner Bank Online and Mobile Banking User Agreement for detailed limit information.



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 *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.

13. Transaction Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14. Your Liability for Unauthorized Transfers

Unauthorized Transfers

Consumer Liability

Tell us at once if you believe your email or mobile number and/or password has been compromised or subject to a data security event, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn your email or mobile number and/or password has been compromised or subject to a data security event, you can lose no more than \$50 if someone used your access to the Service without your permission.

Also, if you do NOT tell us within 2 business days after you learn your email or mobile number and/or password has been compromised or subject to a data security event, and we can prove that we could have stopped someone from using your Card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made through the Service, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 period.

Error Resolution Notice

In case of errors or questions about your electronic transfers, contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

You may contact us the following ways.

- Toll Free Phone: 1-800-272-9933
Monday-Friday from 7am-7pm Pacific Time
- Email: BannerBank@BannerBank.com
- Secure Message: Submit a secure message using your Banner Bank Online Banking Access
- Mailing Address: Banner Bank
Attn: Electronic Disputes
PO Box 907
Walla Walla WA 99362

Our business days are Monday – Friday, excluding Holidays

When you contact us, please be prepared with or explain the following:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or questions. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

15. Liability for Failure to Complete Transfers

If we do not complete a Transfer Transaction to, or initiate a Transfer Transaction from, your account within any time frames, or in the correct amount, all in accordance with our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your deposit account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the system supporting the Service was not working properly and you knew about the breakdown when you started the transfer;
- if the Transfer Transaction is delayed or cancelled for any of the reasons described in other Sections of this Agreement;
- if circumstances beyond our control (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.



16. Fees

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

17. 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 Banner Bank Online and Mobile Banking User Agreement, which is available at <https://www.bannerbank.com/financial-resources/terms-and-tipsand> incorporated into and made part of this Agreement by this reference.

18. Cancellation of the Service

All parties have the right to cancel use and access to the Zelle platforms at any time.

19. Right to Terminate Access

Banner Bank and Zelle reserve the right to terminate your use or access to one or more Zelle platforms at any time and without notice.

20. 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.

21. 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 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).

22. 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 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.

23. Governing Law; Choice of Law; Severability



This Agreement is governed by the laws of the state where your deposit account was opened, without regard for any conflicts of law principles. If any provision of this Agreement is found to be invalid, it shall not affect the validity of any other provisions of the Agreement, and to the greatest extent possible, the affected provision shall be construed to be valid.

24. 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.