



**ZELLE® FOR BUSINESS  
NETWORK STANDARD TERMS (UNPUBLISHED)**

**1. Description of Services**

- a. The Zelle® Network ("Zelle®") is a convenient way to send and receive money with others you trust. Zelle® enables your business 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. Your business may not establish a financial account with Zelle® of any kind. All money will be transferred by a Network Financial Institution.
- c. ZELLE® FOR BUSINESS IS PRIMARILY INTENDED FOR YOUR BUSINESS TO RECEIVE MONEY FROM YOUR CUSTOMERS. THE SERVICE ALSO ALLOWS YOUR BUSINESS TO SEND MONEY TO PEOPLE AND BUSINESSES YOU KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.
- d. Neither we nor Zelle® offer a purchase protection program for the purchase of goods and/or services (e.g., coverage for non-receipt, damage, or "not as described" claims related to the purchase of such goods and/or services). The Service is not intended for the purchase of goods from retailers, merchants, or the like, including on or through social media or social media marketplaces or messaging apps.

**2. Eligibility and User Profile**

When you enroll your business to use the Service, you agree to the terms and conditions of this Zelle® for Business Agreement (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 lenders operating in violation of federal or state laws, 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. Zelle® and we reserve the right to terminate, suspend, or limit your access to or use of the Service at any time and without prior notice, including for reasons involving your use of the Service at any Network Financial Institution which may be deemed to be illegal, improper, brand damaging or potentially exposing us, Zelle®, or the financial system to risk.

We reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for any unlawful purpose.

**Content Standards:** You agree that you will not use the Service in any way, or 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® 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 use a unique alpha-numeric identifier to your registered Business User profile to be used in lieu of your mobile phone number or email address when sending, receiving, or requesting money, which will be your Zelle® tag. Each Zelle® tag must have an eligible U.S. mobile phone number associated with it and there will be a limit on the number of Zelle® tags you may use. 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.

This Agreement constitutes the final and complete agreement and supersedes all other oral or written agreements, understandings, and representations with respect to the subject matter hereof. We and Zelle® may amend the terms of the Agreement (including applicable service charges) from time to time in our sole discretion, by posting the updated terms on the Bank's mobile app and at BankFinancial.com. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, promptly cancel your enrollment and immediately discontinue your use of the Service. Your continued use of the Service after the effective date of such revisions will evidence your consent to any amendments, including additions, changes, or deletions.

We reserve the right to suspend or terminate your use of the Service if we believe, in our sole discretion, that you are using the Service for other purposes, or if we believe you are using the Service in a manner that exposes BankFinancial National Association or Zelle® to liability, reputational harm or brand damage, subject to the requirements of the Zelle® Network® Participation Rules.

You agree that you will not use the Service to request, send or receive money related to any of the following:

- Pharmaceuticals and other controlled substances
- Illegal drugs
- Drug paraphernalia
- Firearms, ammunition, or other weapons
- Sexually oriented activities or materials

- Pornography
- Obscene or offensive activities or materials
- Materials or activities that promote intolerance, violence or hate
- Ponzi or pyramid schemes
- High-interest short-term lending
- Illegal gambling, gaming, lotteries or sweepstakes
- Court-ordered alimony or child support payments
- Traveler's checks, money orders, equities, annuities, or currencies, including digital currencies or coins, including but not limited to, bitcoins
- Counterfeit materials
- Infringement on the copyright, patent, trademark, trade secret or other intellectual property rights of Zelle®, BankFinancial National Association, another User or any other third party
- Terrorist funding
- Fraud
- Scams
- Money laundering; or
- Any other illegal activity, unfair or deceptive practice or unlawful purpose.

### **3. Consent to Use and Disclose Personal Information (Including Account Information)**

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

In particular, if you:

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

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

You agree that we may provide information about you to:

- Any individual or business you contact or attempt to contact, communicate or attempt to communicate with, send or attempt to send funds to, or receive or attempt to receive funds from, using the Transfer Service, and
- Any Financial Institution, Zelle®, or any other person engaged in processing, facilitating, or delivering Transfer Transactions to which your business is a party.

The information we provide may include your business name, your name (first and last name), your users' name (first and last name), business address, telephone number, email address, and your Zelle® QR Code. You irrevocably waive any provision of the BankFinancial National Association Online [Privacy Policy](#), [Digital Privacy Policy](#), and [Customer Agreement and Disclosure Statement](#) which would prevent us from providing this information in connection with any Transfer Transaction to which your business is a party.

### **4. Privacy and Information Security**

BankFinancial makes security and the protection of your information a top priority. You can access our [Privacy Policy](#), [Digital Privacy Policy](#) and [Customer Agreement and Disclosure Statement](#) at [BankFinancial.com](#), which Privacy Policy, Digital Privacy Policy and Customer Agreement and Disclosure Statement is incorporated into and made a part of this Agreement by this reference.

We may at our option change the parameters for the password used to access and use the Service (“Password”) without prior notice to your business or business users, and if we do so, you and your business users will be required to change passwords the next time the Service is accessed. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Service, you and your business users agree to protect and keep confidential your card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Service. The loss, theft, or unauthorized use of your card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal, business and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Service or to access or use your card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal, business and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify BankFinancial Customer Service at (800) 894-6900.

## **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 carrier to use or disclose information about your account and your wireless device, if available, to Zelle® or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

## **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/or 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, toll-free 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 only for purposes permitted by this Agreement; and
  - ii. receive money from another User only for purposes permitted by this Agreement, 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 12 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 at any time we are unable to confirm that you are the owner of the mobile phone number or email address, or we receive information that you are not the owner of the mobile 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 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 it 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 Financial Institutions or their agents regarding the Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- 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 BankFinancial, send us STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our Customer Service at (800) 894-6900 or email us at [CustomerService@BankFinancial.com](mailto:CustomerService@BankFinancial.com). You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, US Cellular, Verizon, Xfinity or any other branded wireless operator.

## **8. Receiving Money; Money Transfers by Network Financial Institutions**

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®, the other Network Financial Institutions and other Zelle® users, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We or Zelle® may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we or Zelle® 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.

We have no control over the actions of other Users, the Network Operator or other Network Financial Institutions that could delay or prevent a transfer of money to you.

## **9. Sending Money; Debits by Network Financial Institutions**

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 with the email address or U.S. mobile number to which you initiated the payment. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. We therefore recommend that you use the Service to send money only to people and businesses you know and trust.

In most cases, when you are sending money to another enrolled 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®, the other Network Financial Institutions, and other Zelle® users, 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®, 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 or Zelle® delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

Neither we nor Zelle® have control over the actions of other Users or other Network 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 typographical or keystroke errors that you may make when using the Service.

ZELLE® FOR BUSINESS IS PRIMARILY INTENDED FOR YOUR BUSINESS TO RECEIVE MONEY FROM YOUR CUSTOMERS. THE SERVICE ALSO ALLOWS YOUR BUSINESS TO SEND MONEY TO PEOPLE AND BUSINESSES YOU KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER PURCHASE PROTECTION 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 AGREE THAT YOU, NEITHER WE NOR 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.

## **11. Send Limits**

Transfers to established recipients from a BankFinancial Funding Account may be made up to a daily dollar limit of \$700 and a transaction limit of \$500. Higher or lower limits may apply in certain transactions. Please note: the amount of money you can send to a new recipient may be initially lower; however, we may adjust the transfer limit when you send subsequent payments to the same recipient.



Zelle® send limits are set at the business profile and apply to all accounts visible in the “From” dropdown when initiating a Zelle® payment. Limits may be adjusted at the Bank’s sole discretion.

## 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 your request. If a User ignores your request, we may decide or Zelle® may decide, in our 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 Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other 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

In Case of Errors or Questions About Your Electronic Transfers, send your complaint or question in writing to **BankFinancial** National Association – Electronic Funds Transfers, 48 Orland Square Drive, Orland Park, IL. 60462, as soon as you can. If you think your statement or receipt is incorrect or if you need more information about a transfer listed on your 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.

- 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.
- **You may call us, however if you tell us orally, we will also require that you send us your complaint or question in writing to *BankFinancial* National Association – Electronic Funds Transfers, 48 Orland Square Drive, Orland Park, IL. 60462 within ten (10) business days.**

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly after any transferred funds are returned to the Bank.

Your account is considered a new account for the first 30 days after the first deposit is made, unless each accountholder already had an established account with us before this account was opened.

**Neither Zelle® nor the Network Financial Institutions shall be liable for any typographical or keystroke errors that you may make when using the Service. YOU UNDERSTAND AND AGREE THAT YOU AND ALL BUSINESS**

USERS (COLLECTIVELY “YOU”) ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT U.S. MOBILE PHONE NUMBER OR EMAIL ADDRESS FOR THE PERSON THAT YOU ARE SENDING MONEY TO OR REQUESTING MONEY FROM, AND THAT YOU, NOT ZELLE® OR THE NETWORK FINANCIAL INSTITUTIONS, ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOU ENTERING THE INCORRECT U.S. MOBILE NUMBER OR EMAIL ADDRESS.

You acknowledge that neither Zelle® nor the Network Financial Institutions shall have any liability for your failure to comply with the terms and conditions of the BankFinancial [Customer Agreement and Disclosure Statement](#).

We will tell you the results of our investigation within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

#### **14. Your Liability for Unauthorized Transfers**

ZELLE® FOR BUSINESS IS PRIMARILY INTENDED FOR YOUR BUSINESS TO RECEIVE MONEY FROM YOUR CUSTOMERS. THE SERVICE ALSO ALLOWS YOUR BUSINESS TO SEND MONEY TO PEOPLE AND BUSINESSES YOU KNOW AND TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® AND THE BANK DO NOT OFFER PURCHASE PROTECTION 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). USE OF THE ZELLE® SERVICE IS AT YOUR OWN RISK.

If you or your users believe a Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify BankFinancial AT ONCE by calling our Customer Service at (800) 894-6900 or writing us at BankFinancial National Association – Electronic Funds Transfers, 48 Orland Square Drive, Orland Park, IL. 60462.

It is important that you tell us AT ONCE if you believe a Password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the deposit accounts, as well as all of the available funds in any overdraft protection account or any other credit line linked to your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, we will reimburse you for the transfer amount if we determine that the transfer was unauthorized.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer has been made from any of your deposit accounts and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as \$500.00. Furthermore, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may, in our sole discretion, extend this time period.

If you permit other persons to use the Service or your Password, you are responsible for any transfers they authorize from your accounts.

NO FUNDS WILL BE RETURNED TO YOUR ACCOUNT UNLESS YOU NOTIFY US OF AN ERROR OR UNAUTHORIZED TRANSFER IN COMPLIANCE WITH THIS AGREEMENT AND WE DETERMINE THE TRANSFER WAS UNAUTHORIZED, OR THE TRANSFER IS SUCCESSFULLY REVERSED AND THE FUNDS ARE RECEIVED BY US.

#### **15. Liability for Failure to Complete Transfers**

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the



completion date for the Transfer Transaction is only an estimate and is not binding on us. You understand and agree that we have no control over the actions of others, or of other financial institutions, which may prevent a Transfer Transaction from being completed or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

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

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

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

We shall not be liable for failure to complete any Transfer Transaction in the following situations, provided that we have taken reasonable precautions to avoid such failures:

- If circumstances beyond our reasonable control—such as natural disasters (including floods or earthquakes), power failures, equipment or system breakdowns, or disruptions in communications facilities—prevent the completion of the transfer, despite our reasonable efforts.
- If this Agreement has been terminated or suspended in accordance with its terms.
- If we receive inaccurate, incomplete, or misleading information necessary to complete the transfer.
- In the case of preauthorized transfers, if there is a breakdown in the system normally used to handle such transfers, and we have taken reasonable steps to avoid or mitigate the breakdown.
- If the funds in your account are subject to legal process or other restrictions preventing the transfer to or from your account.

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

## **16. Fees**

We do not charge a fee for using the standard Business Zelle® Service to receive funds or send funds within the transaction limits previously described. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. Account fees (e.g., monthly service, overdraft) may also apply to your account(s) that you use for the Zelle® Service. In addition, fees may apply if you use the Zelle® Service through another financial institution. We do not impose a limit on the amount of funds you can receive. If you request and we approve higher transaction limits to send funds, additional account fees may apply. We also reserve the right to assess fees in connection with the Zelle® Service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the Transfer Transaction.

## **17. Use of Our On-line Banking Website and/or Mobile App**

You agree to access this website and/or mobile app in compliance with our [Business Online Banking Agreement](#) and [Terms of Use](#), which are available at [BankFinancial.com](https://www.bankfinancial.com) and incorporated into and made part of this Agreement by this reference.

## **18. Cancellation of the Service**

You may cancel the Service by calling (800) 894-6900 or online at BankFinancial.com. 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.

## **19. Right to Terminate Access**

Subject to applicable law, we or Zelle® may terminate or suspend this Agreement and your use of the Service, in whole or in part, at any time for any reason without cause and without prior notice. Any obligations or liabilities incurred by you prior to the date of termination shall survive the termination of this Agreement.

## **20. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ZELLE® 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® 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.

## **21. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, BANKFINANCIAL NATIONAL ASSOCIATION, THEIR OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE 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® OR BANKFINANCIAL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® 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®, BANKFINANCIAL NATIONAL ASSOCIATION, THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **22. Indemnification**

You acknowledge and agree that you are personally responsible for you and your business users' conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, BankFinancial National Association, their owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement. Your obligations under this paragraph and Sections 19–21 shall survive termination of this Agreement.

## 23. Dispute Resolution - Arbitration

**READ THIS ARBITRATION PROVISION CAREFULLY: IT WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.** Under the terms of the Dispute Resolution - Arbitration provisions in this Agreement, and except as set forth below, any Claims (as defined in this Agreement) will be resolved by individual binding arbitration solely between you and us in accordance with the terms specified in this Agreement, if you or we elect it.

**YOUR RIGHT TO OPT OUT; EFFECT OF ARBITRATION.** The Dispute Resolution - Arbitration provisions of this Agreement

Provision will apply to you and us and to your Account as of the date your Account was opened (or, if you are an existing account holder, as of the date of this Agreement), unless you opt-out by providing proper and timely notice as set forth below. If a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general, or other representative action in court or in arbitration; or (4) join or consolidate a Claim with those of any other person. The Dispute Resolution – Arbitration provisions of this Agreement will continue in effect after the closing of your Account(s) and the termination of any relationship between us, including the termination of this Agreement.

**Ability to Arbitrate Claims.** Unless you opt out of arbitration to resolve a Claim as provided below, you or we may elect to arbitrate any Claim. The election may be made by submitting a written Notice of Arbitration ("Notice") in accordance with the terms herein. Or, if we or you file a lawsuit asserting a Claim in court, the other party may elect arbitration in the lawsuit (for example, a motion by the defendant to compel arbitration). If you or we commence litigation of a Claim, neither you nor we waive our right to elect to arbitrate any counterclaim or other Claim that you or we may make.

**Notice Requirements.** If you or we elect to arbitrate a Claim, the claimant must provide the other party with written Notice before commencing arbitration. Notice to us shall be sent to BankFinancial, N.A. Compliance Department, 60 North Frontage Road, Suite 130, Burr Ridge, IL 60527 Attn: Notice of Arbitration (the "Notice Address"). Our Notice to you shall be sent to the most recent address for you in our files. The Notice must be clearly marked "Notice of Arbitration" and contain the claimant's name, telephone number, mailing address, email address, the Account number of any Account at issue, a description of the nature and basis of the dispute, the relief sought by the claimant, and the claimant's signature. To safeguard your Account, if you have retained counsel to submit the Notice, your Notice must include your signed statement authorizing us to share information about the Account and the Claim with your counsel.

The noticing party must provide the other party with 45 calendar days from receipt of the Notice to provide the parties with a meaningful opportunity to resolve the dispute in an informal, prompt, mutually beneficial manner. During this period, any applicable statutes of limitations or contractual limitations periods will be extended. The arbitration administrator may not accept or administer an arbitration nor assess fees until the expiration of the 45-day period. Either party may seek court intervention regarding the initiation of arbitration or the assessment of fees in connection with such arbitration.

**Arbitration Administrator and Rules of Arbitration.** The arbitration will be administered by the American Arbitration Association ("AAA"). The AAA will use its rules for consumer arbitration for Accounts used for personal or household purposes. The AAA will use its rules for commercial arbitration for Accounts used for business or commercial purposes, including its expedited procedures for commercial arbitration where applicable. The AAA rules and forms may be obtained by contacting AAA at 1-800-778-7879 or visiting [adr.org](http://adr.org). AAA will apply its rules and codes of procedures in effect at the time arbitration is elected including, if applicable, AAA's Supplementary Rules for Multiple Case Filings. If AAA is unable or unwilling to administer the arbitration in accordance with the Dispute Resolution - Arbitration provisions of this Agreement, the parties may agree on another administrator or, if there is no agreement, a court of competent jurisdiction may appoint one. The arbitrator may, as appropriate, hold hearings in person, by telephone or videoconference, or decide Claims based on documents or information submitted by the parties. Any in-person arbitration hearing will take place in any County in the State of Illinois where we maintain a full-service Branch, unless you and we agree otherwise.

**Arbitration Costs.** The parties shall pay filing, administrative, and arbitrator fees in accordance with the administrator's rules, unless applicable law requires a different allocation. This means that you will be responsible for paying your share of the administrator's filing fees unless you obtain a waiver of fees from the administrator. However, if you send us a written signed request at our Notice Address requesting that we pay your share of the fees and stating that you tried but were unable to obtain a fee waiver after submitting the documentation required by the administrator, and if your request is made in good faith, we will pay or reimburse you for your share of the filing fees charged by the administrator.

**Federal Arbitration Act.** This Agreement evidences one or more transactions in interstate commerce; therefore, the Federal Arbitration Act governs the interpretation and enforcement of the Dispute Resolution – Arbitration provisions of this Agreement.

**Other Applicable Laws for Arbitration.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. However, the arbitrator will apply the same evidentiary privileges and the laws of the State of Illinois or other applicable substantive laws that a court would apply if the matter were pending in court. The arbitrator may consider rulings in arbitrations involving other customers, but an arbitrator's ruling will not be binding in proceedings involving different customers. In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927 or similar laws of the State of Illinois.

**Conflicts of Laws; Resolution of Conflicts.** In the event of a conflict between the provisions of the Dispute Resolution - Arbitration provisions of this Agreement and any applicable AAA rules, or any other terms of this Agreement, the Dispute Resolution – Arbitration provisions of this Agreement shall control. If any part of the Dispute Resolution – Arbitration provisions of this Agreement are deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as provided by the Class Action Waiver or Public Injunctive Relief Waiver provisions in this Agreement. The Dispute Resolution – Arbitration provisions in this Agreement shall survive (1) the closing of your Account and the termination of any relationship between us, including the termination of this Agreement, and (2) the adjudication of any petition for bankruptcy you may file consistent with applicable federal bankruptcy law.

**Arbitrator's Decision; Awards.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies (including statutory awards of attorneys' fees) available under applicable law, as limited in the Class Action Waiver and Public Injunctive Relief Waiver below, in an individual action brought in court. If the arbitrator finds that you or we have violated the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927 or similar laws in the State of Illinois, if permitted by applicable law, the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires.

**Effect of Arbitration Award; Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of judicial review provided by the Federal Arbitration Act.

**Class Action Waiver.** If either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons (except for co-account owners). No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief (including damages, restitution, or declaratory relief) that applies to any person or entity other than you and/or us individually. The parties acknowledge that this Class Action Waiver is material and essential to the arbitration of any Claims and is non-severable from the Dispute Resolution - Arbitration provisions of this Agreement. If (after exhaustion of all appeals) a court finds that this Class Action Waiver is unenforceable, then any non-arbitrable aspects of the Claims will proceed in court after all other arbitrable aspects of the Claims are arbitrated. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

**Public Injunctive Relief Waiver.** If either you or we elect to arbitrate a Claim, neither you nor we will have the right to seek a public injunction, if such a waiver is permitted by the FAA. If (after exhaustion of all appeals) a court decides that this Public Injunctive Relief Waiver is unenforceable, any request for a public injunction will be decided in court after all other Claims are arbitrated. In no event will an arbitrator be permitted to issue a public injunction.

**RIGHT TO OPT-OUT OF ARBITRATION.** You may opt out of arbitration by sending us a written notice (the "Arbitration Opt Out Notice"). To be effective, an Arbitration Opt-Out Notice must (1) include the Account holder name, address, phone number, and Account number(s); (2) state that you are opting out of the Dispute Resolution – Arbitration provisions in your Account Agreement for the listed Account numbers; (3) be sent to us at BankFinancial, N.A. Compliance Department, 60 North Frontage Road, Suite 130, Burr Ridge, IL 60527 Attn: Arbitration Opt-Out Notice (the "Opt-Out Notice Address"); (4) be signed personally by all Account owners; and (5) be postmarked within 45 calendar days after either (i) the date we first delivered or otherwise provided you with the Dispute Resolution – Arbitration provisions of this Agreement, in paper or electronic form, or (ii) the day you open your Account, whichever is later. Pursuant to the Military Lending Act, if you are a covered member or a dependent of a covered member of the Armed Forces of the United States, then you are not

**required to arbitrate disputes involving an extension of consumer credit. Your decision to opt out of the Dispute Resolution – Arbitration provisions of this Agreement will not affect any other term in this Agreement or any of our rights under this Agreement. If the Dispute Resolution – Arbitration provisions of this Agreement have already been delivered or otherwise made available to you, future amendments to this Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive part of the Dispute Resolution – Arbitration provisions of this Agreement.**

**Permitted Time for Filing an Action or Arbitration Claim.** To the extent permitted by applicable law, any lawsuit or arbitration proceeding must be filed within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. If applicable law does not permit a reduction by agreement of the time during which a lawsuit or arbitration proceeding must be filed to a two-year period, you and we agree to the shortest time permitted by applicable law.

**Governing Laws.** This Agreement is governed and will be interpreted under the laws of the State of Illinois. Where applicable, this Agreement is also governed and will be interpreted under the laws of the United States, the rules and regulations of our primary federal regulator, the operating letters of the various Federal Reserve Banks and clearinghouse rules. If state and federal law conflict or are inconsistent, or if state law is preempted by federal law, federal law governs. If you are a party to an ACH transaction that results in the posting of a debit or a credit to your account, you agree that the transaction shall be governed by the rules and regulations of Nacha and any local clearinghouse used to affect the transaction. Further, the ACH originator acknowledges it has a copy of the Rules. The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) under the publication tab.

**Location of All Legal Proceedings.** You agree that any lawsuit that you may file against us that arises out of or relates to this Agreement or any of your accounts, Account Transactions or account-related products or services must be filed in an appropriate court located in a County in the State of Illinois where we maintain a full-service Branch, and that this is a mandatory requirement and is not merely permissive. You also consent to jurisdiction and venue in any County in the State of Illinois where we maintain a full-service Branch in any lawsuit that we may file against you.

## **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 the control of us or Zelle®. Live customer service will generally 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.