

## ZELLE® Person to Person Transfer Service

### User Agreement Addendum

EFFECTIVE April 30, 2025

#### To the Discover Account Center (Banking) Agreement

This Zelle® Network Service User Agreement Addendum (“Zelle® Agreement”) contains the terms and conditions for the use of the Zelle® Person-to- Person Payment Service accessible through the Discover Account Center (“Service” or “Zelle® P2P Service”) that Discover may provide to you. This Zelle® Agreement amends and becomes part of the Discover Account Center (Banking) Agreement (“Account Center Agreement”). In the event of a conflict between the terms and conditions of this Zelle® Agreement and those in the Account Center Agreement, the terms and conditions of this Zelle® Agreement will control for the Zelle® P2P Service only. Your use of this Service is and will be subject to this Zelle® Agreement, the Account Center Agreement, and the Deposit Account Agreement, together with any other disclosures provided in connection with the Service or your Eligible Accounts. (The Account Center Agreement and the Deposit Account Agreement are collectively referred to as “Other Agreements.”)

#### 1. Definitions:

- a. “Business Days” are Monday through Friday, excluding Federal Reserve Bank holidays;
- b. “Discover”, “us,” or “we” means Discover Bank and/or its affiliates;
- c. “Eligible Account” means an individual or jointly owned Cashback Debit, Personal Checking, Money Market, Online Savings, or Statement Savings Account maintained at Discover;
- d. “Enrolled Account” means an Eligible Account(s) that you have registered with and verified through the Service;
- e. “Send From Account” means the Enrolled Account that you have designated to fund your Zelle® transfers to other Users;
- f. “Send To Account” means the Enrolled Account that you have designated to receive money from Zelle® Transfers from other Users;
- g. “Network Financial Institutions” means a financial institution located in the United States that participates with Zelle® to enable its customers to use the Zelle® P2P Service;

h. “User” means a person enrolled with a Network Financial Institutions to use the Zelle® Person to Person Service or another Zelle® service;

i. “You,” “your,” and “Accountholder” means to each individual or entity in whose name an Eligible Account is held or who has authority to operate the Account, as well as, any permitted assignee or successor in interest to the Eligible Account;

j. “Zelle®” means the group of services provided by Early Warning Services, a digital payments network and company, through the Zelle® Network;

k. “Zelle® Network” means the collection of systems, rules, standards, procedures, and technical means owned or managed by the Zelle® network operator that enables the interchange of messages and network transactions. It does not include the collection of systems and technical means owned or managed by Discover, another Network Financial Institutions, or another network that allow it to communicate with the Zelle® Network;

l. “Zelle® Person to Person Service” or “Zelle® P2P Service” means the Zelle® Person-to-Person Payments Service through the Zelle® Network that enables transfers between Users.

## 2. Acceptance/Use of the Service and Amendments

When you enroll in or use the Service, you agree to the terms and conditions of this Zelle® Agreement. The Zelle® Agreement and the features within the Service are subject to change from time-to-time. We will notify you of changes in accordance with the terms of the Account Center Agreement, and your continued use of the Service after such notice indicates your acceptance of and agreement to any future changes.

## 3. Description of the Service

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

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

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

#### 4. 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, 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; and

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

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

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

THE ZELLE® P2P SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO USERS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### 5. Eligibility and User Profile

To use the Service, you must:

- a. be an owner of at least one Eligible Account for at least 90 days prior to enrollment;
- b. have a valid physical address on file;
- c. include an email address, and, for verification purposes, your U.S. mobile phone number (you may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol number);
- d. have a current balance in an Eligible Account of \$0 or more at the time of enrollment;
- e. maintain at least one Eligible Account that is designated as a Send From Account and as a Send To Account;
- f. provide us with an email address or a permanent U.S. mobile phone number that you intend to use for an extended period of time, which will be the Zelle® identifier for your Enrolled Account and update our records if the email address or U.S. mobile phone number changes; and
- g. be Account Center registered, and have a User ID and password, and any hardware and software we may require. You must also comply with any other security procedures and policies we may establish from time to time.

We may impose other eligibility requirements before allowing you to participate in the Zelle® Transfer Service. Those requirements may be kept confidential to help us maintain the security of the Service and help protect against fraudulent activity. We and Zelle® have the right and sole discretion to restrict or otherwise prohibit your use of the Service.

When you enroll to use the Service, you agree to the terms and conditions of this Zelle® Agreement. You represent that you have the authority to authorize debits and credits to the Enrolled Account(s).

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

credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not for 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. Note, you may send and receive transfers to individual consumers and small businesses who are Users. You may also receive transfers from other businesses, government agencies, and entities ("Commercial Users"); however, you will not be able to send transfers or request transfers from Commercial Users.

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

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

Some Network Financial Institutions may allow their users to setup a unique alphanumeric identifier (Zelle® tag”) to their user profile to be used in lieu of their mobile phone number or email address when sending or receiving money.

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 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.

## 6. Consent to Emails and Automated Text Messages

By enrolling to use the Service and participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, and/or other alias you enrolled, you provided as part of registration, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, and/or other alias to send or receive money as described in this Zelle® Agreement.

You consent to the receipt of emails or text messages from us (including our agents), from Zelle®, from other Users who are sending money to you or requesting money from you, and from other Network Financial Institutions or their agents regarding the Service or related transfers between Network Financial Institutions and you. You agree that we, Zelle®, and our respective agents may send you text messages using automatic telephone dialing systems to any mobile phone number you provide. Further, you agree that in the event you cancel the receipt of emails or autodialed text messages from us relating to Zelle®, such cancellation applies only to the receipt of emails or autodialed text messages relating to the Zelle® P2P Service that Discover may provide to you. Such cancellation does not apply to any consent to receive emails or autodialed text messages you provided or will provide to Discover in connection with any current or future accounts, products and/or

services other than the Zelle® P2P Service. You acknowledge and agree that in the case of any messages that you may send through either us or Zelle® or that we (including our agents) 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 automated 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.

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. Neither Discover nor your wireless carrier is 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 (including our agents) or through Zelle®, or that we or our agents, may send or Zelle® may send on your behalf.

To cancel text messaging from us regarding the Zelle® P2P Service, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 1-800-347-7000. You expressly consent to receipt of a text message to confirm your “STOP” request. PLEASE NOTE THAT THIS TEXT MESSAGING CANCELLATION PROCESS APPLIES ONLY TO TEXT MESSAGES RECEIVED IN CONNECTION WITH THE ZELLE® P2P SERVICE. THIS CANCELLATION PROCESS DOES NOT APPLY TO ANY CONSENT TO RECEIVE EMAILS OR AUTODIALED TEXT MESSAGES YOU PROVIDED OR WILL PROVIDE TO DISCOVER IN CONNECTION WITH ANY CURRENT OR FUTURE ACCOUNTS, OR OTHER PRODUCTS AND/OR SERVICES OTHER THAN THE ZELLE® P2P SERVICE.

## 7. Modifying or Cancelling Transfers

See Section 11 below.

## 8. Availability of Funds

Funds from Zelle® transfers to your Send To Account will generally be available for withdrawal or transfer on the Business Day that we receive and credit them to your Send To Account. The availability of funds may, in our discretion, be delayed for a longer period of time if we suspect fraud, transfers in violation of this Agreement, or other unusual activity, or as required by legal or regulatory obligations. For more information on availability of deposited funds generally, see Section 15 of the Deposit Account Agreement.

## 9. Receiving Money; Money Transfer 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 transfers to your Send To Account.

Most transfers of money to you from other Users will occur within minutes. Please note that, on occasion, a transfer to your Send To Account may take up to 3 Business Days. There may be other circumstances when the transfer may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or the identity of the individual sending the money. We, Zelle®, or another Network Financial Institutions may also delay or block the transfer to prevent fraud or to meet legal or regulatory obligations. If we or Zelle delay or block a transfer that you have initiated through a request for money, we will notify you through email or text message in accordance with your user preferences. Funds will be credited to your Send To Account on the day we receive them and will be available for withdrawal as set forth in Section 8 above.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Zelle® 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. We may return any transfer to the sending Network Financial Institution, at any time and in our sole discretion, if either:

- a. we are unable to establish that you are the intended recipient of the transfer;
- b. you do not enroll with the Zelle® P2P Service the specific email address or telephone number the sending User has provided to us for you;



- c. we reasonably believe that completing the transfer would violate any applicable law or regulation;
- d. we are advised that either the Network Financial Institution, the User initiating the transfer, or the owner of the account from which the payment was made, has alleged that the transfer was fraudulent or unauthorized; or
- e. you do not identify a Send To Account within a reasonable time, not to exceed 14 calendar days starting with the day you are sent notice of a pending transfer or your Send To Account is closed for any reason.

You agree that you are responsible for the full amount of any transfer we credit to your Send To Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed transfer, plus any applicable fees, from your Send To Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any User from whom you receive money through the Zelle® P2P Service.

#### 10. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send transfer requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a transfer 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 different (e.g., 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.

You agree not to engage in the business of debt collection by:

- a. attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt;
- b. requesting money that is owed to another person; or
- c. collecting any amounts that are owed pursuant to a court order.

You agree to indemnify, defend and hold harmless Zelle®, other Network Financial Institutions, and us and each of our respective owners, directors, officers, and agents 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 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 sending User and receiving User 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.

#### 11. Sending Money at Your Request or Another User's Request

You may send money to another User at your request or in response to that User's request, as provided in this Zelle® Agreement, for money up to the available balance in your Send From Account, subject to the limits set forth in Section 11(a). Your use of this Service by you shall at all times be subject to your express authorization at the time of the transaction for us to initiate a debit transfer from your Send From Account.

Once you submit a transfer request, you will not be able to modify it. YOU UNDERSTAND THAT IF THE PERSON YOU SENT MONEY TO HAS ALREADY ENROLLED (MEANING REGISTERED AND COMPLETED VERIFICATION) WITH A NETWORK FINANCIAL INSTITUTION, THE MONEY IS SENT DIRECTLY TO THEIR BANK ACCOUNT (EXCEPT AS OTHERWISE PROVIDED BELOW) AND MAY NOT BE STOPPED, CANCELED OR REVOKED. If you send money to a person who has not completed enrollment with Zelle®, then the funds will remain in your Send From Account until they enroll; and you may cancel the transfer up until then. If they do not enroll timely, the transfer request will expire.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the transfer 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 individual 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 message instructing them on how to enroll to receive the money. You understand and acknowledge that an individual to whom you are sending money

and who is not enrolled as a User may fail to register 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 or legal 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). Neither we nor Zelle have control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## 12. Limits on Transfers

Your ability to send transfers through the Zelle® P2P Service is limited by applicable law and other limits as set forth in this Zelle® Agreement and the Other Agreements.

### a. Limits on the Number and Amount of Transfers

#### (i). Receiving and Requesting Money

There are no limits on the number or amount of transfers you may receive. However, we may require you to be enrolled in the Service for a certain amount of time before you can use the Service to receive or request money.

#### (ii). Sending Money

You may send a total of \$600 per day with Zelle® transfers to other users. We may increase your transfer limit for sending money, from time to time, based on a variety of factors that we determine in our sole discretion. If we increase your transfer limit for sending money, we will let you know. We may also decrease your transfer limits or set additional limits, including limits for various types of transactions or accounts, at any time in our sole discretion. If we decrease your limits or set additional limits, we will notify you in accordance with the Account Center Agreement and as required by law.

For security reasons, there may be additional limits on the dollar amount and the number of external transfers made through the Zelle® Service.

You will not be able to send or receive a transfer that exceeds the limits we establish. If you exceed your transfer limits for sending money, you may make payments and transfers using other methods, such as through the Discover Bill Payment Service, writing a check, or sending a wire transfer, subject to the terms and conditions for those methods.

### b. Additional Transaction Limits for Savings and Money Market Accounts

Each transfer through the Zelle® P2P Service from a Send From Account that is a Discover money market account or savings account, whether requested by you or another individual, is counted as one of the six limited transfers permitted per calendar month for that Send From Account. Please see Section 11(a) (ii) of the Deposit Account Agreement for more information.

#### c. Our Right to Reject Transfer Requests

At our sole discretion we may reject any transfer request that: (i) is or we reasonably believe involves an illegal or improper purpose or activity, (ii) exceeds the available funds in your Send From Account, (iii) we have reason to believe may not be authorized by you, (iv) involves funds subject to a hold, dispute or legal process, (v) would violate any law or regulation applicable to us, the Service, you, or any other party that processes or receives the transfer, (vi) is not in accord with any other requirements stated in this Agreement or the Other Agreements, or any of our policies, procedure, or practices, (vii) for our protection or yours, (viii) we have reasonable cause not to honor, (ix) or as provided in the cancellation and termination sections of this Agreement (Sections 22 and 23).

### 13. Statements

Each transfer made using the Service will be included on your account statement. Please review your statements promptly. You will receive an account statement for each month in which a Zelle® transfer occurred.

### 14. Fees

Discover and Zelle® do not charge a fee to use the Zelle® P2P Service. However, you are responsible for paying any telephone company or utility charges and/or Internet access service charges incurred while using telephone lines and/or Internet access services to connect with the Service.

### 15. Your 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 (international mobile subscriber identity), and IMEI (international mobile equipment identity)) 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 Zelle® business relationship. See Zelle®'s Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data and see Section 18 below (Privacy and Disclosure of Account Information).

#### 16. Service Availability

Subject to the terms of this Zelle® Agreement, the Service is 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.

#### 17. Cashback Debit Account Cashback Bonus Rewards

Zelle® transfers to and from a Discover Cashback Debit Account are not eligible for 1% Debit Card Cashback Bonus rewards.

#### 18. Privacy and Disclosure of Account Information

In order for you to use the Zelle® P2P Service, we share information regarding your Enrolled Account, requests and/or transfers with Zelle®, other Network Financial Institutions, and other third parties: (a) to send requests and complete transfers, (b) to investigate claims regarding transfers, or (c) as may be otherwise needed in connection with your enrollment in and use of the Service. Also, as explained in Section 23 of the Deposit Account Agreement, we will disclose information to third parties about your Enrolled Account, or the transfers you make, including: (i) where it is necessary for initiating and completing transfers; (ii) in order to verify the existence and condition of your Enrolled Account, for a third party, such as a credit bureau or other consumer reporting agency or merchant, (iii) in order to comply with government agency or court orders, (iv) if you give us written permission, or (v) as explained in our Privacy Statement, which can be accessed at [www.discover.com/privacystatement/bank-privacy-policy.html](http://www.discover.com/privacystatement/bank-privacy-policy.html).

You agree that we may also obtain such additional information as we deem reasonably necessary to ensure that you are not using Zelle® 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 of the United States Treasury Department.

You also agree that we may communicate with other Network Financial Institutions and financial institutions in the Zelle® Network concerning your 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 transactions or providing the Zelle® P2P Service, and you give us a license to do so. Additionally, you authorize us and other Network Financial Institutions to use information you provide to us, and information concerning your transfers in order to:

- a. initiate and complete transfers, and
- b. provide ancillary and supporting services to facilitate your transfers and use of the Zelle® P2P Service.

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

- c. Users to whom you send funds or requests for funds, or from whom you receive funds using the Zelle® P2P Service, and that User's Network Financial Institution,
- d. Zelle®, and
- e. any intermediary or service that is in any way facilitating or processing the transaction.

We may also disclose information to third parties about your Enrolled Account, or the transfers you make, in order to process your transactions or to verify the existence and condition of your Enrolled Account. The third parties may include transactions processors, clearinghouses, credit bureaus and other consumer reporting agencies, service providers, and merchants.

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 transfers and requests with other Users.

#### 19. Error Resolution Regarding Zelle® Transfers

In case of errors or questions about Zelle® transfers, call us or write us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. Call 1-800-347-7000, or send your inquiry to us at Discover Bank, PO Box 30411, Salt Lake City, UT 84130-0411. We must hear from you no later than 120 days starting with the transaction date at issue. Tell us your name and account number (if any). Describe the error or the transfer you are unsure about and explain it 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 Send From Account within 10 Business Days for the amount you think is in error, so that you will have use of 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 Send From Account while we complete our investigation. For errors involving new Send From Accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to credit your account while we investigate, for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## 20. Your Liability for Unauthorized Zelle® Transfers

You are responsible for all requests and Zelle® transfers you make using the Service. If you authorize other persons to use your User ID or password, you are responsible for all requests and Zelle® transfers they make from your Enrolled Accounts. You are liable for all transfers that you make or are made by any such person, even if such person exceeds the authority you gave them, until you notify us that the other person is no longer authorized.

Tell us AT ONCE if you believe that your password has been lost or stolen, someone has logged in to the Account Center without your permission, or a Zelle® transfer has been sent from your Account without your permission, by calling us at 1-800-347-7000, or by writing us at Discover Bank, PO Box 30411, Salt Lake City, UT 84130-0411. Telephoning is the best way of keeping your possible losses down. Also, if your statement shows Zelle® transfers that you did not make or authorize someone else to make, tell us AT ONCE. If you do not tell us within 120 days starting with the transaction date at issue, you may not get back any of the money you lost after the 120 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods for a reasonable amount of time.

## 21. Our Liability for Failure to Make Zelle® Transfers

If we do not complete a transfer to or from your Enrolled Account on time or in the correct amount according to 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:

- a. If, through no fault of ours, there are insufficient available funds in your Send From Account to make the transfer;
- b. If you have not provided us with complete and accurate information to send the transfer, including but not limited to the account number(s) for your Send To and Send From Accounts, the email address or mobile phone number of the recipient which is enrolled with the Zelle® Network, and transfer amount;
- c. If the intended recipient of a transfer is not enrolled as a User with a Network Financial Institution;
- d. If the system or Zelle® Service was not working properly and you knew about the breakdown when you started the transfer;
- e. If circumstances beyond our control, such as, for example, fire, flood, power outages, and network outages prevent the transfer, despite our taking reasonable precautions; or
- f. If the transfer would have violated the terms of the Zelle® Agreement with you, or laws or governmental regulations.

There may be other exceptions not stated in this Zelle® Agreement.

## 22. Our and Zelle® Liability Regarding Zelle® Generally

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (a) any failure, through no fault of us or Zelle® to complete a transfer in the correct amount, or (b) 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 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). REIMBURSEMENT IS AVAILABLE FOR UNAUTHORIZED TRANSACTIONS OR TRANSACTIONS RESULTING FROM CERTAIN QUALIFYING IMPOSTER SCAMS. CONTACT US TO DISPUTE A TRANSACTION.

When using the Zelle® P2P Service, it is possible that you may experience technical or other difficulties. We and Zelle® are not responsible for any technical or other difficulties using the Service or for any damages that you may incur as a result.

#### 23. Termination or Cancellation of the Service

Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. Any transfers that have begun processing before the termination date will be processed by us. If the Service is terminated or cancelled, you will need to re-consent to this Zelle® Agreement to re-enroll in the Service.

#### 24. Termination of the Service by Us

Discover Bank reserves the right, at any time, to change, suspend or discontinue your access to the Zelle® P2P Service, in whole or in part, at our sole discretion, subject to any notice required by law and the Other Agreements. Termination can result from various events, including, but not limited to the following:

- a. any breach of this Zelle® Agreement;
- b. legal judgments against you;
- c. changes in your credit status; or
- d. Governmental advice.

#### 25. Suspension of Your Use of the Service by Us

You agree that we may suspend your use of the Service at any time and for any reason or no reason.

#### 26. Cancellation of Enrollment in the Service by You

If you want to cancel the Zelle® P2P Service, you may contact us at 1-800-347-7000. Any transfers that have begun processing before the requested cancellation date will be processed by us.

## 27. Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ZELLE® AGREEMENT OR THE OTHER AGREEMENTS, AND SUBJECT TO APPLICABLE LAW, YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF ZELLE® AND THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND ZELLE® MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND ZELLE® EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. WE AND ZELLE® MAKE NO WARRANTY THAT THE SERVICE (A) WILL MEET YOUR REQUIREMENTS, (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, INVULNERABLE TO CYBER ATTACK, OR ERROR-FREE, (C) WILL DELIVER ACCURATE OR RELIABLE RESULTS, AND (D) WILL BE CORRECTED IF ANY ERRORS ARE IDENTIFIED IN THE SERVICE OR TECHNOLOGY.

## 28. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS ZELLE® AGREEMENT OR THE OTHER AGREEMENTS AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND EACH OF OUR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, AND AGENTS BE LIABLE FOR ANY LOSS, DAMAGES, OR INJURY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, AND INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF (A) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THOSE STATES WHERE THE

EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US, ZELLE®, OR THE NETWORK FINANCIAL INSTITUTIONS, AND EACH OF OUR OWNERS, DIRECTORS, OFFICERS AND AGENTS 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).

## 29. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this ZELLE® Agreement, you agree to indemnify, defend and hold harmless us, Zelle®, and other Network Financial Institutions, and each of our respective owners, directors, officers, agents, and employees, from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle® P2P Service, or any violation by you of the terms of this Zelle® Agreement.

## 30. Ownership and License

You agree that we and Zelle® as applicable retain all ownership and proprietary rights in the Service, associated content, technology, and website(s), including all improvements, modifications and derivative works (collectively, the "Zelle® Product"). We grant, and you accept for the term of this Zelle® Agreement, a non-exclusive, non-assignable, non-transferable, non-sublicenseable, revocable, limited right and license to use the Zelle® Product in connection with your Accounts. You may not copy, reproduce, distribute or create derivative works from the Zelle® Product and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

## 31. Miscellaneous

Except as amended by this Zelle® Agreement, the terms of the Other Agreements are affirmed and continue to apply in all respect. Sections 1, 2, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30 and 31 will survive termination of this Zelle® Agreement.

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