

# **PNC Zelle® Terms of Use**

## **Version 2.4, Updated March 2024**

### **1. Description of Service**

We have partnered with the Zelle® Network (“Zelle®”) to enable a convenient way to transfer money between you and other people you know and trust who are enrolled directly with Zelle® or are enrolled with a financial institution that partners with Zelle® (each, a “User”) using aliases, such as email addresses or U.S. mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Financial Institutions.”

In these Terms of Use, for consumer accounts, “you” and “your” refer to the PNC account holder who has enrolled an eligible PNC consumer account in the Service. For eligible PNC Business Checking accounts enrolled in the Service (“business accounts”) “you” and “your” refer to your business or its authorized representative. “We,” “us,” “our,” and “PNC” refer to PNC Bank, National Association.

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

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS 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 KNOW AND TRUST.

### **2. Eligibility and User Profile; Amendments to this Service Agreement**

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to these Terms of Use.

You represent that you have the authority to authorize debits and credits to your enrolled PNC account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks,

gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

The Service allows you to send or receive money using your eligible consumer or business account. Enrollment in Bill Pay for Business is required for PNC business only Zelle® users. 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. Subject to applicable law, we may amend or change these Terms of Use (including any applicable fees and service charges) from time to time, in our sole discretion, by posting the updated terms on your PNC Mobile app. Please access and review these Terms of Use regularly. If you find these Terms of Use unacceptable to you at any time, promptly cancel your profile and enrollment in the Service.

**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.

Your continued use of the Service after any amendment, modification, or change to the terms and conditions of these Terms of Use shall constitute your agreement and acceptance of such amendment, modification, or change.

### **3. Consent to Share Personal Information (Including Account Information) and Privacy and Information Security**

You agree that we may collect, transmit, store, and use certain information about you and your use of your PNC account in the Service. PNC will use, share, and protect your personal information in accordance with the PNC Privacy Policy, which explains how we collect and protect your personal information and how and why in certain cases we may share such information. Please review the disclosure found at [www.pnc.com/privacy](http://www.pnc.com/privacy). For California residents, review the [California Consumer Privacy Act Privacy Notice](#) for a summary of privacy rights for California residents, which outlines the types of information we collect, and how and why we use that information.

You acknowledge that other third parties, such as Zelle®, will have access to certain details of the transactions you make using the Service. You acknowledge that PNC does not have control over the privacy and security of the information that you provide to such third party and that any information you disclose is subject to that third party's privacy policy and not the PNC Privacy Policy.

### **4. Wireless Operator Data**

We or Zelle® may use the 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, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third-party service provider solely to allow verification of your identity and to compare the information you have provided to us, or to Zelle® with your wireless operator account profile information for the duration of our business relationship. For additional information, see Zelle®'s Privacy Policy (found at [www.Zellepay.com/privacy-policy](http://www.Zellepay.com/privacy-policy)) and PNC's Privacy Policy (found at [www.pnc.com/privacy](http://www.pnc.com/privacy)) for how we treat your data.

### **5. Enrolling for the Service**

To participate as a User, you must first enroll to use the Service through your PNC Mobile app. Prior to enrolling an eligible business account with Zelle®, you must

enroll that account with Bill Pay for Business to verify you are an authorized signer for the business account. For both consumer and business accounts, you must provide us with an email address that you regularly use and intend to use regularly (that is, no disposable email addresses) and a U.S. mobile phone number that you intend to use for an extended period of time (that is, no “burner” numbers). You may not enroll with the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

During the enrollment process, PNC will send you a one-time passcode, via email or text, based on your enrollment preference, to validate your identity.

Once enrolled, you may

(a) authorize PNC to debit funds from your enrolled PNC account to send money to a User, and;

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

If at any time while you are enrolled, you do not send or receive money using the Service for a period of eighteen (18) consecutive months, you understand and agree that we may inactivate any email address or U.S. mobile phone number that you used to enroll with the Service. If we inactivate your email address or U.S. mobile phone number, you will not be able to send or receive money with the Service until you re-enroll a valid email address or U.S. mobile phone number.

## **6. Consent to Emails and Automated Text Messages**

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, 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 money from or receive money to your enrolled PNC account, as described in these Terms of Use.

You consent to the receipt of emails and/or text messages from PNC, its affiliates, or designees, Zelle®, other Users that are sending you money 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 PNC, its affiliates, or designees, Zelle®, or any of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you used to enroll with the Service.

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 agree to immediately notify PNC if any email address or U.S. mobile phone number you have enrolled is

(i) surrendered by you, or

(ii) changed by you.

(c) In the case of any messages that you may send through either PNC or Zelle® or that PNC or Zelle® may send on your behalf to an email address or U.S. 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 further represent that you and the recipient are located within the United States when sending or accessing electronic messages related to this Service. You understand and agree that any emails or text messages that PNC or Zelle® sends on your behalf may include your name.

(d) Neither PNC nor your wireless carrier is liable for any delay or failure to deliver any message sent to or from PNC or Zelle®, including messages that you may send through PNC or Zelle® or that PNC or Zelle® may send on your behalf.

(e) To cancel text messages from PNC, send STOP to 762265. For help or information regarding text messaging, send HELP to 762265 or contact our customer service at 1-800-762-2035 or 1-888-762-2265. For enrolled PNC business accounts, please call 1-877-287-2654. You expressly consent to receipt of a text message to confirm your “STOP” request.

(f) You consent to receive electronic communications and disclosures from PNC and Zelle® in connection with your use of the Service. You agree that by providing telephone number(s), email addresses, and other contact information to PNC now or at any later time, you authorized PNC to contact you using such information regarding any of your PNC accounts. You also consent to PNC using any means to call you at any telephone number(s) provided, including by

(i) placing calls using an automated dialing system to a cell, VoIP, or other wireless phone number, and

(ii) sending prerecorded messages or text messages to those numbers, even if you may be charged for the calls or text messages.

(g) You also consent to PNC monitoring or recording any phone call with you; contacting you by email or any other form of electronic communication and/or by fax in accordance with applicable law; and using third parties to contact you by phone, email, other electronic communication or by fax to the same extent as though PNC were making those contacts itself. If you revoke this consent, we may suspend or cancel your ability to use the Service. You acknowledge and agree that PNC may contact your wireless service provider and authorize your wireless service provider to disclose certain information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to PNC.

## **7. Review of Transfers**

All transfers of funds through Zelle® are subject to review by PNC for compliance with applicable laws, including, without limitation, the Bank Secrecy Act, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (“PATRIOT”) Act of 2001, and the rules and regulations adopted pursuant thereto, as well as the trade and economic sanctions programs administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”). Transfer reviews may also assess whether your account activity and the activity of Users with whom you have transacted comply with these Terms of Use and your PNC account agreement(s). All funds transfers through Zelle® may also be screened for compliance with applicable economic and trade sanctions and monitored for anti-money laundering purposes. All and any information, obligatory or optional, provided in the funds transfer instructions, description of the transaction, or any other information submitted in connection with the funds transfer may be used by PNC in its review. Such review may result in the funds being delayed or blocked. If PNC delays or blocks a transfer you initiated, PNC will notify you in accordance with your User preferences.

Additionally, you agree that we may, without prior notice to you, place a hold on your PNC account if we are notified that any transfer of funds received by you through

Zelle® is subject to a dispute or may have been obtained through fraudulent or criminal acts. You agree that, in addition to placing a hold, we may, without prior notice to you, return such funds and debit your PNC account in the amount of the returned transfer.

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

Once a User initiates a transfer of funds to the email address or U.S. mobile phone number you used to enroll with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize PNC to initiate credit entries to your enrolled PNC account.

Most transfers of funds to you from other Users will occur within minutes. There may be other circumstances when the transfer of funds may take longer. For example, in order to protect you, PNC, Zelle®, and the other Network Financial Institutions may need additional time to verify your identity or the identity of the User sending the money. PNC may also delay or block the transfer to prevent fraud or to meet regulatory obligations. If we delay or block a transfer that you have initiated through a request for money, PNC will notify you in accordance with your User preferences.

If you are receiving a transfer of funds from a business or government agency, such transfer will be delivered in accordance with these Terms of Use and the agreement you have with the business or government agency that is sending you the transfer.

## **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) these Terms of Use, and
- (ii) your express authorization at the time of the transaction for PNC to initiate a debit entry to your enrolled PNC account.

You understand that when you send the funds transfer, you will have no ability to stop it. You may only cancel a transfer if the person to whom you sent the money has not yet enrolled in the Service. If the person to whom you sent money has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Financial

Institution, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the transfer may take longer. For example, in order to protect you, PNC, Zelle®, and the other Network Financial Institutions 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 either Zelle® or a Network Financial Institution, the intended recipient will receive a text or email notification instructing the recipient on how to enroll to receive the money. If the recipient is not enrolled as a User, once the recipient completes Zelle® enrollment, the Zelle® transfer will generally take between a few minutes to three business days to be sent or received. The recipient has fourteen (14) calendar days to complete Zelle® enrollment once they receive a notification to enroll with Zelle® to receive funds. After fourteen (14) calendar days, the payment will expire.

You understand and acknowledge that a person to whom you are sending money and who is not enrolled 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 PNC delays or blocks a transfer you initiated, PNC will notify you in accordance with your User preferences. PNC has no control over the actions of Zelle®, other Users, other Network Financial Institutions, or other financial institutions that could delay or prevent your money from being delivered to the intended User.

## **10. Liability**

Neither PNC nor Zelle® shall have liability to you for any such transfers of money using the Service, including without limitation:

- (i) any failure, through no fault of PNC or Zelle®, to complete a transaction in the correct amount, or
- (ii) any related losses or damages.

Neither PNC 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 KNOW AND TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT KNOW AND TRUST. NEITHER PNC NOR ZELLE® OFFERS A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE OR BY APPLICABLE LAW, YOU AGREE THAT YOU, NOT PNC OR ZELLE®, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

## **11. Limitations on Transfers: Send Limits**

Your daily and monthly Zelle® limits are disclosed in the Zelle® user experience in your PNC Mobile app. PNC reserves the right to change from time to time the dollar amount of the transfers you are permitted to make using the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided in these Terms of Use, you understand and agree that your use of the Service thereafter may be subject to different limitations on the dollar amount of the transfers you may make than would otherwise be permitted by us.

## **12. Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send funds transfer requests may reject or ignore your request. Neither PNC nor Zelle® guarantee that you will receive money from other Users by sending a funds 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 less than you request. If a User ignores your request, PNC or Zelle® may decide, in each's sole discretion, that we will not send a reminder or resend the request to that User.

By accepting these Terms of Use, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend, and hold harmless us, Zelle®, 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 money, for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by PNC or Zelle®. Neither PNC 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.

PNC reserves the right, but assumes 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**

If you have a question about a transfer you received or expected to receive, then we recommend you contact the sender and attempt to resolve the issue. For consumer accounts, if you believe an error has occurred, please refer to the [Consumer Electronic Funds Transfer Disclosure Statement](#) for more information on how to notify PNC of the error, including the timeframe in which you are required to notify PNC of any error involving a transfer.

You understand that PNC must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you to submit transfer instructions on your behalf.

You understand that Zelle® or other Network Financial Institutions receiving the transfer instructions may rely on such information. PNC, Zelle®, or other Network Financial Institutions are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that if you provide PNC with incorrect information or if there is any error in your instruction, you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, PNC reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

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

Tell PNC at once if you believe that your PNC Mobile app password has been stolen, your account has been compromised, or a transfer has been made without your permission. Calling us is the best way of limiting your potential risk. You could lose all the money in your PNC account, plus your maximum overdraft line of credit or the balance in any other account connected to your enrolled PNC account for overdraft protection. For consumer accounts only, for more information on your rights and obligations concerning unauthorized transactions or errors, including the timeframe in which you are required to notify PNC of any error or unauthorized transaction, please refer to PNC's Consumer Electronic Funds Transfer Disclosure Statement, which was provided to you when you opened your enrolled PNC account. If you need a paper copy, call us at 1-888-762-2265.

In case of errors or questions about transactions made using the Service through PNC, for consumer accounts, promptly call PNC at 1-800-762-2035 or, at 1-800-531-1648 (TTD). For business accounts, please call 1-877-287-2654.

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

If PNC or Zelle® does not complete a transfer to or from your enrolled PNC account within the timeframes as described in these Terms of Use, or in the correct amount, in accordance with the terms of these Terms of Use, we will be liable to you for your direct losses and damages. However, PNC and Zelle® will not be liable in the following circumstances:

- If, through no fault of PNC or Zelle®, the sender does not properly complete the transfer to your enrolled PNC account

- If, through no fault of PNC or Zelle®, you do not have enough money in your PNC account to make the transfer
- If, through no fault of PNC or Zelle®, the person to whom you are sending money does not receive the email or text message containing a payment notification with instructions to enroll with Zelle®
- If the Service or your PNC Mobile app was not working properly, and you knew about the malfunction when you initiated the transfer
- If circumstances beyond PNC's or Zelle®'s control (such as but not limited to, fire, flood, war, insurrection, or act of God) prevent the transfer, despite reasonable precautions that PNC or Zelle® have taken
- If PNC has reason to suspect that the transaction is unauthorized, or PNC has placed restrictions on the use of the Service or your enrolled PNC account for security reasons
- If the funds in your PNC account are frozen (for example, because of a court order) and PNC is not legally permitted to complete the transfer
- If you have failed to use the Service, your PNC Mobile app, or your enrolled PNC account in accordance with our instructions

There may be other instances, either stated in these Terms of Use or other applicable account or electronic transfer service agreements we have with you, in which we will not be liable for our failure to complete a transfer to or from your enrolled PNC account using the Service on time or in the correct amount.

## **16. Fees**

While we do not currently impose fees for using the Service, we reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of the Service.

Your enrolled PNC account is subject to fees and charges as outlined in your fee schedule. Your internet service provider and/or wireless carrier may impose charges for their services, including data usage or text messaging.

## **17. Modification or Cancellation of the Service; Right to Terminate Access**

You may cancel your use of the Service at any time by notifying PNC of your intent to cancel by calling us at 1-800-762-2035 (for business accounts, please call 1-877-

287-2654) or by logging into your PNC Mobile app, navigating to the Setting/Preferences menu, selecting the Zelle® Settings option, and then selecting the Opt-Out link. Canceling your use of the Service means that you will no longer be eligible to send or receive money. At the time you instruct us to cancel your use of the Service, any transfers in process using the Service will be completed to or from your enrolled PNC account, but no new transfers will be initiated to or from your enrolled PNC account through the Service.

We may modify or discontinue the Service or your use of some or all accounts within the Service, with or without notice except as required by law, without liability to you, or any other User or any third party. We may from time to time make available additional or new features to the Service. Your use of such additional features may require approval by PNC, at our sole discretion, and additional terms and conditions may apply.

We reserve the right, subject to applicable law, to terminate or suspend the Service and your right to use the Service, in whole or in part, at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any terms of these Terms of Use or the rights of PNC and/or Zelle®, or if you provide us with false or misleading information or interfere with other Users or the administration of the Service.

The Service may not be available at all times. In the event that PNC at any time incurs a problem with your use of the Service, including without limitation a failure in attempting to debit your eligible PNC account or to collect with respect to any of your transfers using the Service, and without limiting any other right or remedy that PNC may have under these Terms of Use or otherwise, PNC reserves the right to suspend or terminate a transfer or your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for PNC to take in order to protect PNC from loss. In the event of such a suspension, you may request reinstatement of your use of the Service by contacting PNC using any of the methods provided for within these Terms of Use.

In the event that your Service is terminated, you understand that you may not request reinstatement of your use of the Service. PNC reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event PNC agrees to reinstate your use of the Service, PNC reserves the right to initially reinstate your use of the Service subject to lower per-transaction and monthly dollar transfer limits and/or with other restrictions on your use of the Service. Based upon your subsequent usage of the Service, PNC in its sole discretion may thereafter restore your ability to

effect transfers subject to such higher per-transaction and monthly dollar transfer limits as may then be in effect.

## **18. Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, PNC AND ZELLE® MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. PNC 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. PNC AND ZELLE® DO NOT 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.

## **19. Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL PNC, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND ANY OWNERS, DIRECTORS, OFFICERS, AND AGENTS OF EITHER PARTY 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 PNC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THESE TERMS OF USE, 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 PNC, ZELLE®, NETWORK FINANCIAL INSTITUTIONS, AND ANY OWNERS, DIRECTORS, OFFICERS AND AGENTS OF EITHER PARTY, 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).

## **20. Indemnification**

You acknowledge and agree that you are personally liable for your conduct while using the Service, and except as otherwise provided in these Terms of Use and to the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Zelle®, Network Financial Institutions, PNC, and any owners, directors, officers, agents, employees and representatives of either Zelle®, Network Financial Institutions and PNC from and against any and 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 these Terms of Use.

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

The provisions of these Terms of Use will be governed by federal law and, to the extent that state law applies, the laws of the state that apply to the account agreement governing your enrolled PNC account. If a court decides not to enforce a part of these Terms of Use, these Terms of Use will then read as if the unenforceable or invalid part were not there. All provisions in these Terms of Use are subject to any restrictions under applicable law.

## **22. Miscellaneous**

Subject to these Terms of Use, the Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond PNC's or Zelle®'s control. Contact PNC customer service by calling 1-800-762-2035 (for enrolled business accounts, please call 1-877-287-2654). Live customer service generally will be available Monday through Sunday, excluding major US holidays. Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.