

Terms and Conditions

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, *Zelle* may or 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:

- i. 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. You are also responsible for the content of the memos you send using *Zelle*. Please check your mobile service agreement for details or applicable fees.
- ii. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, (ii) inactivated or removed by your provider, or (iii) changed by you. For your security, if we notice changes to your email or mobile number, or we are unable to deliver notifications, we may delete it and notify you.
- iii. 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 and the memo that you sent.
- iv. 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.
- v. To cancel text messaging from us, text STOP to **53849**. This will unenroll you from the Service. For help or information regarding text messaging, text HELP to **53849** or contact our customer service at **800.933.6262** for consumer accounts and **866.758.5972** for small business accounts. You expressly consent to receipt of a text message to confirm your "STOP" request.
- vi. Bank of America's *Zelle* notifications are supported by many carriers, like AT&T, T-Mobile, Sprint, and Verizon Wireless. Check with your individual carrier to confirm availability.
- vii. 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 use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to Bank of America or its service providers, which they may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud. See *Zelle*'s Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data. For Bank of America's Privacy Policy, go to our Web site at <https://www.bankofamerica.com/privacy>.