

## **Internet Banking Terms and Conditions Agreement**

This Agreement describes your rights and obligations as a user of the On-line Banking Service ("Service" or "Services"). It also describes the rights and obligations of Northeastern Operating Engineers Federal Credit Union (the "Credit Union"). Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

### **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with the Credit Union for the provision of certain On-line Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

\* We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept this Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

\* We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

\* You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the information provided pursuant to this agreement are provided only in electronic format, your withdrawal of consent will terminate all the Services.

\* You agree to promptly update your registration records if you wish to withdraw consent to receive information electronically, to terminate the Services, or if you need to update your information such as a change of address or email address. You may

update your records by calling the Credit Union at (718) 847 0202, or by writing a letter and sending it to:

**Northeastern Operating Engineers Federal Credit Union**

Attention: Internet Banking  
16-16 Whitestone Expressway  
Whitestone, N.Y. 11357

\* You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary to use or access any aspect of On-line Banking. The Credit Union is not responsible for any errors or malfunctions that arise from the malfunction or failure of your hardware, software or any Internet access services.

**DEFINITIONS**

The following definitions apply in this Agreement.

"On-line Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement

"On-line Account" is a Credit Union account from which you will be conducting transactions using the Service.

"Business Day" refers to Monday through Friday, 7:30 a.m. to 4:00 p.m. EST, excluding holidays as determined by the Credit Union. All On-line transaction requests received after the Business Day, or on a non-Business Day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing.

"Password" is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Service. The Credit Union will provide you with a password for use during the initial sign-on process.

"Time of day" references are to Eastern Standard Time unless otherwise noted.

"We," "us" "our" or "the Credit Union" refer to the Credit Union, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

**ACCESS TO SERVICES**

The Credit Union will provide on-line instructions describing how to use the On-line Banking Service. To gain access to this Service you will need your Access ID and your Password.

## **HOURS OF OPERATION**

The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between Wednesday 10:00 pm EST to Thursday 4:00 am EST and/or Sunday 10:00pm EST to Monday 4:00am EST.

## **USE OF YOUR SECURITY PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to the Credit Union. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Credit Union Access-ID, up to the limits allowed by applicable law. While the Credit Union continues to provide our customers with the level of on-line security we believe necessary and appropriate, customers who share their Access-IOs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Credit Union representative will ever call and ask for your Access ID or User Password.

## **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If you believe your Password has been lost or stolen, call the Credit Union immediately at 718-847-0202, between 7:30 am and 4:00 pm Monday through Friday, excluding holidays. After hours call our Fraud Protection line at 1-800-554-8969. Telephoning the Credit Union is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If your Password has been lost or stolen, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission before you notify us of the loss or theft.

## **BANKING TRANSACTIONS WITH ON-LINE BANKING**

In addition to viewing account information, you may use On-line Banking to conduct the following transactions:

\* Transfer funds among your linked share draft/checking, share/savings, money market and loan accounts.

\* Internet transfers must not exceed the available balance in your On-line Account on the day the transfer is made.

New services may be introduced for On-line Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services

when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **STATEMENTS**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

## **IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE**

The provisions in this section apply only to electronic funds transfers that debit or credit a share draft/checking, share/savings or other account. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meanings when used in this section as they do in Regulation E.

If your statement shows an EFT or any other transfer that you did not make, notify the Credit Union immediately at 718 847-0202, or write a letter and send it to:

### **Northeastern Operating Engineers Federal Credit Union**

Attention: Internet Banking  
16-16 Whitestone Expressway  
Whitestone, N.Y. 11357

If you do not notify the Credit Union within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Credit Union had been notified in time. Your liability for an unauthorized EFT or a series of related unauthorized EFTs will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us of the loss or theft of your password.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding an On-line Banking transaction, you may call the Credit Union at 718 847-0202, or write a letter and send it to:

### **Northeastern Operating Engineers Federal Credit Union**

Attention: Internet Banking  
16-16 Whitestone Expressway  
Whitestone, N.Y. 11357

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

\* Your name and account number

\* A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information

\* The dollar amount of the suspected error

\* The date on which it occurred

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Calendar Days from your initial contact. We will notify you with the results of the investigation within ten (10) Calendar Days after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) Calendar Days to investigate a complaint or question. If this occurs, we will provisionally credit your account within ten (10) Calendar Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Calendar Days from your original contact, we may not credit your account until the investigation is completed.

If we determine that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that the Credit Union may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by the Credit Union shall be considered received within three (3) Business Days of the date sent by the Credit Union.

### **LIMIT OF THE BANK'S RESPONSIBILITY**

The Credit Union agrees to make reasonable efforts to ensure full performance of On-line Banking. The Credit Union will be responsible for acting only on those instructions sent through On-line Banking which are actually received, and cannot assume responsibility for circumstances over which the Credit Union has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. The Credit Union is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Credit Union is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Credit Union is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

The Credit Union is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing On-line Banking. The Credit Union will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of the Credit Union's liability shall be as expressly set forth herein. Under no circumstances will the Credit Union be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

## **THE BANK'S RESPONSIBILITY**

The Credit Union will be responsible for your actual losses if they were directly caused by our failure to:

- \* Complete an Electronic Funds Transfer as properly requested
- \* Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- \* Through no fault of the Credit Union, you do not have enough money in your account to make the transfer
- \* Through no fault of the Credit Union, the transaction would have caused you to exceed your available credit
- \* Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken
- \* There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- \* Your funds are subject to legal process or other encumbrance restricting the transfer

- \* Your transfer authorization terminates by operation of law
- \* You believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately
- \* You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service
- \* For the failure of any payee to correctly account for or credit the payment in a timely manner
- \* We have received incomplete or inaccurate information from you or a third party involving the account or transfer
- \* For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance)
- \* We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

### **ELECTRONIC MAIL (EMAIL)**

If you send the Credit Union an electronic mail message through the Service, the Credit Union will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe. Email is generally not a secure method of communication. Please do not send us sensitive, personal information via email, such as account numbers, social security numbers and the like. If you need to communicate sensitive information, please call us at 718 847-0202.

You should not rely on electronic mail if you need to communicate with the Credit Union immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that the Credit Union may respond to you by electronic mail with regard to

any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Credit Union shall be considered received within three (3) days of the date sent by the Credit Union, regardless of whether or not you sign on to the Service within that time frame.

## **ALERTS/MESSAGES**

Internet banking alerts allows you to set up automated alert events based on your own criteria to be alerted upon. Alerts may be sent via email or in an online message box within Internet banking, or both. Email alerts will be sent to the email address you provide in creating the alert.

- The Credit Union may add or remove types of alerts from time to time
- If you change your email address you are responsible for changing this in the alerts you have already set up
- You agree that alerts may be delayed or prevented for a variety of reasons
- We do not guarantee the delivery or validity of the contents of any alert
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert
- The Credit Union will never include your password or full account number in an email alert, however you understand that alerts may include your name and some information about your accounts
- Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are removed.

Distributed events (events that have happened and have been viewed) will remain on the system for 30 days

## **NOEFCU Alerts Terms and Conditions**

**Alerts.** Your enrollment in **NOEFCU** Online Banking and/or Mobil Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your **NOEFCU** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service account, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts we strongly recommend that you do not do so because they provide important information related to your Service accounts.



- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within **NOEFCU** Online Banking and **Manage Alerts** menu with **NOEFCU** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **NOEFCU** reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by test message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **NOEFCU** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and test message Alerts provided through the Alerts service. Please be advised that test or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via test message, **text “STOP” to 48179 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **NOEFCU** Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS test alerts, **text “HELP” to 48179.** In case of questions, please contact customer service at, **718-847-8484.** Our participating carriers include (but are not limited to) AT& T, SprintPCS, T-Mobile®, US Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **NOEFCU** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **NOEFCU**’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **NOEFCU**, its directors, officers, employees, agents, and service providers liable for losses or damages including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of any Alert, (b) inaccurate or incomplete content in an Alert; or(c) your reliance on or use of the information provide in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your

accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## **OTHER AGREEMENTS**

In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your On-line Accounts. Your use of the On-line Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at the Credit Union, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your On-line Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

## **MODIFICATIONS TO THIS AGREEMENT**

The Credit Union may modify the terms and conditions applicable to the Services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

## **DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

A copy of the Credit Union's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling the Credit Union at 718 847-0202, or writing a letter and sending it to:

### **Northeastern Operating Engineers Federal Credit Union**

Attention: Internet Banking  
16-16 Whitestone Expressway  
Whitestone, N.Y. 11357

You can also access our Policy online by clicking on the Privacy Policy icon on the Credit Union Website.

The Credit Union will disclose information to third parties about you or your account and the payment or transfers you make:

1. When it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment or transfer;
2. In order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders;
4. To the Credit Union's employees, auditors, service providers, attorneys or collection agents in the course of their duties;
5. If you give the Credit Union your written permission;
6. As otherwise permitted in the Credit Union's Deposit Agreement and Disclosures, by law, or as required by government regulations.

If an unauthorized disclosure has been made, the Credit Union must tell you of the particulars of the disclosure within 3 days after the Credit Union has discovered that an unauthorized disclosure has occurred.

## **INACTIVITY/TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your On-line Banking privileges under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the On-line Banking, you must notify the Credit Union. Your notification should include your name, address and the effective date to stop the service(s). You may notify the Credit Union by one of the following methods:

\* By initiating a customer inquiry through our Web site

\* By calling 718 847-0202

\* By writing a letter and either sending it to:

**Northeastern Operating Engineers Federal Credit Union**

16-16 Whitestone Expressway

Whitestone, N.Y. 11357

**Assignment**

We may assign our rights under this Agreement to a company affiliated with us or to any other party.

**GOVERNING LAW**

This Agreement is governed by the laws of the State of New York, without giving effect to choice of law principles, and applicable federal law(s).

**FEE SCHEDULE**

The Credit Union offers the benefits and convenience of the On-line Banking service to you at no monthly charge. Account research and stop payment charges will be assessed at the rates published in the Credit Union's Fees Schedule and deducted from your On-line Account or another account you hold at the Credit Union.

These fees are subject to change. The Credit Union will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Last Revised: 07/17/19

## **ACCOUNT TO ACCOUNT TRANSFERS TERMS OF SERVICE**

### 1. GENERAL TERMS FOR EACH SERVICE

1.1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and **Northeastern Operating Engineers Federal Credit Union** (hereinafter "we" or "us") in connection with the service that described in Section 2 and any other Sections after Section 2 that apply to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of this Section 1 (General Terms for Each Service), and the applicable Section after Section 1 that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

1.2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a

"Definitions" Section at the end of Section 1 of this Agreement. Other defined terms are also present at the end of Section 2 and other Sections after Section 2, as applicable.

1.3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

1.4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid

for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

1.5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

1.6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: **Northeastern Operating Engineers Federal Credit Union 16-16 Whitestone Expressway, Whitestone, N.Y. 11357**. We may also be reached at **718 847 0202** during customer service hours for questions and other purposes concerning the Service, but such telephone calls will not constitute legal notices under this Agreement.

1.7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 1.6 above. We reserve the right to charge you a reasonable fee not to exceed twenty (20) dollars to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

1.8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

1.9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

1.10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

1.11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

1.12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

1.13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

(a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

(b) Payments that violate any law, statute, ordinance or regulation; and

(c) Payments that violate the Acceptable Use terms in Section 1.14 below; and

(d) Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and

(e) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

(f) Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and

(g) Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Section 1.6 above of any violations of this Section or the Agreement generally.

1.14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the

Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service



Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 1.6 above of any violations of this Section or the Agreement generally.

1.15. **Payment Methods and Amounts.** There are limits on the amount of money (or, as applicable in some cases, gift card value) you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

1.16. **Your Liability For Unauthorized Transfers.** Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 1.6, above. You acknowledge and agree that time is of the essence such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must 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 that 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 the period.

1.17. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

1.18. **Failed Or Returned Payment Instructions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the Payment Instruction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

(a) You will reimburse us or our Service Provider immediately upon demand the

amount of the Payment Instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;

(b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;

(c) You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;

(d) You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you; and

(e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

1.19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 1.6 above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

1.20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes,

to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

1.21. **Service Termination, Cancellation, or Suspension.** If you wish to cancel the Service, you may contact us as set forth in Section 1.6 above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

1.22. **Errors, Questions, and Complaints.**

(a) In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 1.6 above.

(b) If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history. You must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

(c) If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation

within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

1.23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

1.24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

1.25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 1.6 above. See also Section 1.16 above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

1.26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 1.26 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

1.27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

1.28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

1.29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 1.28 above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 1.28 of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

1.30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

1.31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

1.32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

1.33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE

INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

1.34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND

AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, **SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES**, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 1.28 AND 1.29 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL

**DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

1.35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 1.2, 1.5-1.7, 1.11, 1.17, 1.18, 1.23, and 1.26-1.35, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

1.36. Definitions.

(a) "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

(b) "Affiliates" are companies related by common ownership or control.

(c) "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed

(d) "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

(e) "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

(f) "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

(k) "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.



## 2. ACCOUNT TO ACCOUNT TRANSFERS

### 2.1. Description of Service, Authorization and Processing.

- The Account to Account transfer service (for purposes of this Section 2, and Section 1 as it applies to this Section 2, the "Service") enables you to transfer funds: between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.
- When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below in Section 2.5 (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below in Section 2.5 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or Recipient Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 2.6 below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- It is your responsibility to ensure the accuracy of any information that you enter

into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2.2. Transfer Methods and Amounts.** Section 1.15 (Payment Methods and Amounts) applies to the Service, even in circumstances where the Recipient Account is closed and we are attempting to return funds to such Account.

**2.3. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you. .

**2.4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 1.22. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**2.5. Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Section 1.18 (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Recipient Account for such fees, as described in this Section, and there are insufficient fees in the Recipient Account; Section 1.18 should be interpreted as applying to the Recipient Account, not just the Eligible Transaction Account, in such circumstances.

**2.6. Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**2.7. Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

## **2.8. Definitions**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or Recipient Account, as applicable.

"Eligible Transaction Account" is as defined in Section 1.36, except that it shall be limited to a checking, money market or savings account that you hold with us.

"Recipient Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 1.36) that you provide to the Service for a transfer of funds.