

# **MOBILE BANKING TERMS AND CONDITIONS**

## **GENERAL TERMS & CONDITIONS**

Please read the following terms and conditions ("Rules") carefully as the Rules govern end-user ("Customer") access and use of this Mobile Banking application ("Service"), including, but not limited to, Mobile Deposit Capture, Picture Pay and/or P2P Transfers for Tablets and/or Mobile Devices.

By accessing or using Service, Customer agrees to be bound by the Rules and accepts the Rules in full, as they may be modified periodically by First United Bank ("Bank") and posted on Service.

### **1. No Warranties**

Although Bank attempts to provide accurate information, including, but not limited to, names, images, pictures, logos, icons, documents, and materials ("Contents") on Service, Bank makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose.

The Service and its Contents are provided on an "as is" basis. Use of Service and its Contents is solely at the risk of the Customer. The Service and its Contents are provided without any representations, endorsements, or warranties of any kind, whether expressed or implied, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, suitability for a particular purpose, or non-infringement, with the sole exception of warranties, if any, which cannot be expressly excluded under applicable law. As noted below, Bank also makes no representations, endorsements, or warranties, either express or implied, with respect to any service operated by a third party.

### **2. Limitation of Liability**

In no event will Bank or its subsidiaries, affiliates, contractors, or their respective employees be liable for any damages, including, but not limited to, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of Service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to Service or any service operated by any third party or any Contents of Service or any other service, even if Bank is aware of the possibility of such damages. Customer agrees to defend against, hold harmless and indemnify Bank from all claims of any nature arising out of any such access by Customer and/or any person Customer has authorized, permitted or enabled to have access to linked accounts via Service.

### **3. Use of Service**

Contents are included in Service solely for the personal use of Service Customers. Customer may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of Service without express prior written consent of Bank, which may be withheld in its sole discretion.

### **4. Copyrights and Other Intellectual Property**

Except where otherwise expressly noted or as noted below, all contents of Service, including the graphics, icons and overall appearance of Service, are the sole and exclusive property of Bank and/or its subsidiaries or affiliates. The posting of the Contents of Service neither constitutes a waiver of any of Bank's proprietary rights or any other party's proprietary rights, including, but not limited to, copyrights, trademarks, service marks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to Service Customer or to any third party. Contents of Service are protected by United States and international copyright laws, both as individual works, and as a collection, and by United States and international trademark laws. Customer agrees to not delete any copyright, trademark or similar notice from any Contents obtained from Service.

The display of third party trademarks within Service does not grant a license of any kind to the reader. Any downloading of material contained in Service or of any site linked to Service may be a violation of federal trademark and copyright laws. Any downloading of Contents of Service or any service linked to Service may be a violation of federal and other trademark laws and federal copyright laws.

## 5. Links to Other Services

Bank may establish links between Service and one or more services operated by third parties. Bank has no control over any other services or the contents therein. The existence of any such links shall not constitute an endorsement by Bank of such services, the contents, or the operators of the services.

## 6. Accounts

Unless indicated otherwise by the context, "linked First United Bank accounts" or "linked accounts" refers to all of Customer's accounts with Bank or its affiliates that Customer has linked to Service. When Service is linked to one or more joint accounts, Bank may act on the verbal, written or electronic instructions of any authorized signer.

Use of Service may also be affected by the agreements between Customer and Bank. When linked to Service, Deposit Account Agreements initiated at the opening of such account remain in effect. Customer should review those agreements for any applicable fees, transaction limitations, and other restrictions that might impact Customer's use of such account within Service.

Bank will report Customer transactions on the scheduled monthly statement for linked accounts. A description of each transaction, including date, amount, and payee will appear on such statement.

## 7. Cancellation

Service will remain in effect until terminated by Customer or Bank. Customer may cancel Service at any time by notifying Bank in writing or by calling Customer Support at (855)382-7827. This cancellation applies to Service only and does not terminate Customer's Bank deposit or credit accounts. Bank recommends that all scheduled payments be cancelled prior to notification of discontinuing Service. Any unprocessed payments will be cancelled. Bank may terminate Service for any reason, including inactivity, at any time with or without prior notification. Should Customer close all linked accounts, Service will end and any unprocessed payments or external transfers will be cancelled.

## 8. Termination

Bank may terminate Customer use of Service at any time, with or without prior notice. Bank may suspend or terminate Service if any of the following occur: Customer breaches any agreement with Bank; Bank believes there has been or may be a breach in the security of Service or unauthorized activity involving Customer account(s); or there is uncertainty regarding the authorization, completeness, or accuracy of transactions initiated through Service.

## 9. Transmissions to and from Service

Except where expressly indicated otherwise, transmissions to and from Service, including eMails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by Bank. Please do not use eMail to send Bank communications which contain confidential information, including account numbers. Please call (855)382-7827 or for written communications write to: First United Bank, PO Box 16500, Lubbock, TX 79490-6500 Attention: Electronic Services. Any transmission to Service, including eMails shall be deemed and remain the property of Bank.

## 10. Security

Bank, Bank employees, or any company affiliated with Bank, will never contact Customer via eMail or phone requesting Customer's Login ID and/or password. If Customer is contacted by anyone requesting such information, please contact Bank immediately.

Customer understands that personal identification information (such as Login IDs, passwords, PINs, or any information related to linked accounts) may allow unauthorized access to Service. Such information is intended to provide security against unauthorized entry. Personal identification information should be kept confidential. By sharing such information, Customer is authorizing another party to use Service and act on Customer's behalf, thus making Customer responsible for all transactions performed. Customer is responsible for contacting Bank regarding any unauthorized transactions or if Service credentials have been compromised. Customer has 60 days after the receipt of statement containing fraudulent transactions to notify Bank of any unauthorized transactions. If Bank is not notified, Customer may be held responsible for any and all unauthorized transactions that occur.

## 11. Disclosure of Account Information

Bank may disclose information to third parties about Customer transactions as permitted under applicable federal and state laws and/or in the following instances:

- To complete transfers or bill payments;
- To investigate or resolve problems related to transfers and/or bill payments;

- To verify the existence and condition of Customer account for a third party, such as a credit bureau or merchant;
- To comply with government agencies, court orders, investigations, or in connection with fraud prevention;
- To investigate fraudulent transactions on an account which is now closed; or
- With expressed permission from Customer

## 12. Children's Online Privacy Protection Act (COPPA)

We recognize the vital importance of protecting privacy, especially when children are involved. First United Bank commits to protecting children's privacy on the Internet and complies with the Children's Online Privacy Protection Act (COPPA). Further, we do not solicit personal information from children through our website or through the Internet and we do not share personal information of children with affiliates or nonaffiliated third parties. We are not responsible for the content, data collected or practices of nonaffiliated third parties to which our website may link. For more information on COPPA, visit the FTC website at [www.ftc.gov](http://www.ftc.gov).

## 13. Modifications

Bank may at any time make modifications, changes, and alterations to the Contents of Service, including the Rules, without prior notice. Customer is responsible for regularly reviewing the Rules. Customer's continued use of Service following any modifications, changes, or alterations shall constitute Customer's acceptance of such modifications, changes, or alterations.

## 14. Governing Law

These Rules shall be governed by and construed in accordance with the law of the state of Texas, without regard to the conflict of laws thereof, and to the laws of the United States.

## 15. Venue

Disputes arising from the use of Service shall be exclusively subject to the jurisdiction of any federal or state court.

## 16. Severability

To the extent any portion of these Rules is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and the Rules, as so modified, shall remain in full force and effect.

## 17. Waiver

No waiver by Bank of any right under or term or provision of these Rules at any time will be deemed a waiver of any other right, term, or provision of these Rules at that time or any time in the future.

## 18. Business Days

Business days are defined as Monday through Friday, excluding Bank Holidays.

Holidays (Non-processing Days):

<b>New Year's Day</b>	Day 1 of January (Adjusted to Monday if date falls on Sunday)
<b>Martin Luther King, Jr. Day</b>	Third Monday of January
<b>Presidents' Day</b>	Third Monday of February
<b>Memorial Day</b>	Last Monday of May
<b>Independence Day</b>	Day 4 of July (Adjusted to Monday if date falls on Sunday)
<b>Labor Day</b>	First Monday of September
<b>Columbus Day</b>	Second Monday of October
<b>Veterans Day</b>	Day 11 of November
<b>Thanksgiving Day</b>	Fourth Thursday of November
<b>Christmas Day</b>	Day 25 of December (Adjusted to Monday if date falls on Sunday)

## 19. Service Hours

Service is available 365 days a year and 24 hours a day, except during system maintenance and upgrades. Customer Support is available at (855)382-7827 or [electronicservices@firstunited.net](mailto:electronicservices@firstunited.net) from 8:30am to 5:00pm CST, Monday through Friday, excluding Bank Holidays.

Written correspondence may be sent to:

First United Bank  
PO Box 16500  
Lubbock, TX 79490-6500

## 20. Monthly Service Charges

Unless otherwise provided in Rules or any applicable Deposit Account Agreement(s) or schedule of fees, there is no monthly charge for accessing linked accounts through Service. Depending on the type of transactions initiated, Customer may incur charges for the following:

- Normal Maintenance Fees.
- Any Internet or Mobile service provider fees, including additional data charges.
- Purchase of computer programs, such as Personal Financial Management (PFM) software.
- Payments or transfers made through Service from a savings or money market account may result in an excess transaction fee. See your Deposit Account Agreement for details.
- Fees may be assessed for added self-service features available through Service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Account Agreement.
- If available balance is not sufficient to process requested payments or transfers.

## MOBILE BANKING SERVICES

Customer may use Service to:

- View current balance information for linked Bank accounts.
- Review available transactions for linked accounts.
- View branch locations and contact information.
- Perform one-time, immediate or future-dated transfers between linked internal Bank accounts, including payments to a linked line of credit or loan.
- Pay bills and external payees as defined by the capabilities of the Service.

Some of these features may not be available for certain account types and/or customers.

### 1. Description of Mobile Banking Services

#### One-time Transfers

- One-time transfers can be made in two ways: immediate or scheduled for a future date. One-time, immediate transfers can be made from a linked checking, savings, money market, or line of credit to most linked Bank accounts.
- Transfers from a deposit account are immediately reflected in the receiving account's available balance.
- Customers will not be able to request a transfer for an amount that exceeds the available balance of the debiting account.

#### Transfers to a Line of Credit or Loan

- Funds transferred as a payment to a line of credit or loan before 4pm CST will be credited on the date the payment is submitted. Transfer payments submitted after 4pm CST will be credited on the following business day.

#### Transfers to Deposit Accounts

- Funds transferred to a deposit account before the start of Bank's nightly processing will appear with the same day's date in the deposit account transaction history.
- Transfers to any deposit account on weekends or Bank Holidays, will appear on the following business date in the deposit account transaction history.
- Internal transfers submitted before the start of Bank's nightly processing are immediately reflected in the account's available balance. Transfers submitted during Bank's nightly processing will be reflected in the account's available balance following the completion of nightly processing. Do not consider deposits made after 3pm as part of the available balance when initiating transfers. Doing so may result in a non-sufficient funds (NSF) fee.
- If transfers are not made within the appropriate time frame, Customer may incur overdraft, returned items and/or related fees.

### 2. Transfer/Payment Authorization and Available Funds

If enough funds to complete the transfer or payment are not available, Bank may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, Bank may charge a non-sufficient funds (NSF), returned item, overdraft, or related fee. Refer to the applicable Deposit Account Agreement for more information regarding schedule of fees. Bank is under no obligation to inform Customer if a payment or transfer is not

completed due to non-sufficient funds. Customer is responsible for making alternate arrangements or rescheduling the payment or transfer.

### 3. Canceling Transfers

Customer cannot cancel a one-time, immediate transfer after it has been submitted through Service and the information has been transmitted to Bank. Future-dated and recurring transfers can be cancelled prior to 4pm CST on the business day prior to the date the transfer is scheduled to be made. If the transfer's status is "In Process" or "Processed," it can no longer be cancelled. After a future-dated transfer is cancelled, the status changes to "Cancelled."

## MOBILE DEPOSIT CAPTURE

Customer may use Service to deposit checks into designated Bank deposit accounts by capturing the original paper checks and delivering the digital images and associated deposit information ("images") to Bank with Tablet/Mobile Device. Customer agrees to complete each mobile deposit promptly and to keep Tablet/Mobile Device securely in their possession until the deposit has been completed.

### 1. Eligible Items

Customer may only use Mobile Deposit Capture to deposit images of original checks (drafts drawn on a bank that are payable on demand). Customer may not deposit any of the following without Bank's prior written consent:

- Checks payable to any person or entity other than Customer;
- Checks payable to Customer and another party who is not a joint owner on designated bank account;
- Checks that contain evidence of alteration, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that are irregular in any way (the numerical and written amounts are not the same);
- Checks that are drawn or otherwise issued by Customer or any other person on any of Customer's accounts or any account on which Customer is an authorized signer or joint account holder;
- Checks previously converted to a substitute check (paper checks created from an electronic image);
- Checks previously converted to an image replacement document (IRD);
- Checks drawn on a financial institution located outside the U.S.;
- Remotely created checks or demand drafts (a check that does not bear the signature of the person who owns the account on which the check is drawn);
- Checks that are not payable in U.S. currency;
- Checks sent from a location outside the U.S.;
- Checks that are post- or stale-dated (issued more than six months ago);
- Checks that are prohibited by the Bank's current procedures relating to Service, as specified in the "Requirements" section below;
- Checks involving transactions that violate any federal or state law, rule or regulation;
- Checks payable to "Cash";
- Checks that have previously been returned unpaid for any reason;
- Registered government warrants;
- Checks that exceed any limitation described in the Rules; or
- Checks that are otherwise not acceptable under the terms and conditions of Deposit Account Agreement;
- Money Orders (Excluding U.S. Treasury checks).

Bank's processing of any of the checks described above will not obligate Bank to continue such practice, and Bank may stop doing so without cause or prior notice.

### 2. Requirements

Each image must provide all information on the front and back of the original check at the time of transmission, including the information set forth on the check as presented to Customer by the drawer. Endorsement must include Customer signature, Customer account number and the words "For Mobile Deposit Only."

### 3. Transaction Limits

Unless Bank advises Customer otherwise, Service may not be used to deposit any more than \$2,000 in checks on any business day and no more than three items per day.

Note: Bank may change these limits periodically. Unless Bank advises Customer otherwise, revised limits will be effective immediately upon notice.

#### **4. Receipt of Deposit**

If check information received by Bank is incomplete and/or otherwise unusable for any reason, Bank may reject the deposit, and charge the amount back against any provisional credit to Customer's account. Bank may process the image by preparing a paper "substitute check" or clearing the item electronically as an image. Bank may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see Deposit Account Agreement for other terms related to deposits.

#### **5. Original Checks**

Original check(s) must be stored securely for no more than 30 days, at which time Customer must mark image as "VOID" and thoroughly destroy or shred. Customer must provide Bank with the original image(s), if image(s) are still in Customer's possession, or a legible copy promptly upon Bank's request. Customer agrees to never transfer or represent the original check once it is processed by Bank. Customer is responsible for contacting drawer of original check if Bank is unable to process such check for any reason.

#### **6. Funds Availability**

If deposit is transmitted on a business day before 3pm CST, deposited funds will be included in Account's available balance by close of business; otherwise, funds will be available the following business day. Bank will generally make funds available in accordance with the timeframes and in the amounts set forth in the Deposit Account Agreement. If the drawer of a check or another third party makes a claim against Bank or seeks a recredit with respect to any check processed through Service, Bank may provisionally freeze or hold aside a like amount in Customer account pending an investigation and resolution of the claim. Bank may also charge Customer account for any check that is returned, whether or not the return is timely or proper. If a check is returned to Bank for any reason, such check may be returned to Customer in the form of a substitute check. Should Customer decide to re-deposit the returned item, substitute check may only be re-deposited in person at a Bank branch. Customer may not deposit the original check.

#### **7. Customer Warranties**

Customer makes the following warranties and representations to Bank with respect to each check deposited through the Service:

- Customer assumes responsibility for any check that is transmitted which for any reason is not paid;
- Customer is entitled to enforce the original check;
- Customer has the legal right to accept the check for deposit and negotiation;
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate;
- Customer will not transfer, deposit or otherwise endorse the original check to a third party once such check has been transmitted to Bank;
- Customer has possession of the original check;
- Once check is transmitted to Bank, Customer will not attempt to deposit check again;
- Customer has not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent Bank or another bank from capturing or processing such information;
- The drawer of the check has no defense against payment of the check;
- Customer makes all warranties that would otherwise apply to the check if it had been a paper item deposited with Bank;
- Customer makes all encoding, transfer, presentment and other warranties that Bank is deemed to provide to others (as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which Bank is a party;
- Customer may only use Service for lawful purposes and in compliance with Bank's instructions and applicable law;



- Customer agrees to take reasonable steps to ensure that files and images transmitted to Bank do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems;
- Customer is solely responsible for incorrect, duplicate or illegible images submitted to Bank, intentionally or unintentionally, or if Service is used to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper, unusable images to Bank; and
- Customer agrees to defend against, hold harmless and indemnify Bank from all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to linked accounts via Service.

## 8. Service Availability

The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, mobile service provider and Internet software. Bank may suspend Service immediately if it is believed that the security of Service has been compromised or if the legality of any transaction is in question. In the event that Service is unavailable, Customer may deposit original checks at any Bank location.

## 9. Notice of Errors and Other Problems

Customer agrees to notify Bank immediately in writing if any of the following are discovered:

- Any error or discrepancy between Customer Service records and the information Bank provides relative to Customer's Mobile Deposit Capture transactions (in a statement, confirmation, or electronic report)
- Unauthorized or unreported deposits;
- A breach in the confidentiality of Customer's personal identification information (Mobile Login ID, password, or PIN); or
- Other problems related to Service.

Unless Bank is notified within 60 days, statements, confirmations and reports regarding deposits made through Service shall be deemed correct.

## PICTURE PAY

Customer may use Service to make payments from Bank checking accounts to third parties who have been selected to receive payments. Customer may make payments through Picture Pay to any business, merchant, or professional that generates a bill or invoice for products or services provided to Customer or to any individuals, family, or friends for non-business purposes.

Each transfer or payment through Service from Customer savings or money market deposit accounts is counted as one of the six limited transfers permitted each statement period. Bank recommends that savings or money market deposit accounts are not used as bill payment accounts due to these regulations. Please review the Deposit Account Agreement for more information.

Any obligations Customer wishes to pay through Picture Pay must be payable in U.S. dollars to a payee located in the U.S. Bank reserves the right to restrict categories of payees to whom payments may be made. Picture Pay should not be used for tax payments, court-ordered payments, or payments to settle securities transactions.

### 1. Delivery of Payments

Customer may schedule payments to be initiated immediately upon entry of payee information or for a future date. Picture Pay payments are subject to the restrictions in Rules. Although payee information is available through Service 24 hours a day, 7 days a week, payments may only be initiated on business days. Payments scheduled to pay on weekends or Bank Holidays will be paid on the Friday before the weekend or the last business day before the holiday. The date on which a payment is initiated is the date Bank acts on Customer's payment instructions.

Upon initiation of a payment, Service will automatically determine whether such payment is available for electronic transmission. In order to send a payment by electronic transmission, designated payees must be on Bank's service providers list of businesses that are set up to accept electronic transfers. All payments not made by electronic transmission are paid via check to the designated payee.

Payments are processed once per day each business day at 3pm CST. Customer has the right to stop or change any scheduled bill payment until the time it is processed. Payments that are in process cannot be cancelled or stopped.

Stop Payments are not guaranteed. Payees may present payments to their bank before the stop payment has been properly processed. If Bank successfully processes a stop payment request, Customer should allow up to seven business days for the funds to be credited to the appropriate account. Payments initiated through Service require sufficient time for the payee to receive and process such payment and credit Customer's account properly. Thus, payments should be initiated in advance of the due date of payment. Bank recommends that payments are initiated at least seven (7) full business days prior to the due date for payments by check and at least four (4) full business days for electronic payments. Bank is not responsible for any fees, expenses, late charges, or losses incurred by Customer as a consequence of late payment if Customer fails to initiate the payment sufficiently in advance of the due date of payment. In order to cancel a payment, Customer must sign into Service and follow the directions provided on the Picture Pay screens.

## **2. Customer Warranties**

Customer makes the following warranties and representations to Bank with respect to bills submitted through Picture Pay:

- Customer must provide Bank with the correct payment amount;
- Designated checking account must contain sufficient funds to complete the requested payment;
- Customer is using Picture Pay for personal, family, or household purposes; and
- Customer agrees to defend against, hold harmless and indemnify Bank from all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to linked accounts via Service.

Bank has the right to refuse any transaction if necessary.

## **3. Service Availability**

The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, mobile service provider and Internet software. Bank may suspend the Service immediately if it is believed that the security of the Service has been compromised or if the legality of any transaction is in question.

# **EXTERNAL TRANSFER** (Pay It Now Transfers) Service

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

The "Pay it Now" transfer enables you to send money to anyone in the U.S. with a valid email address or cell phone. All payments are good funds delivered by the next business day. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

## **2. Payment Authorization and Payment Remittance.**

- When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, including any overdraft charges that you may incur, regardless of whether the Payment Instruction is ultimately completed for approval. Approval means that there are sufficient funds in the Sender's account, the account is a valid account and/or that there are no bank-determined restrictions on the account that would prevent the debit. You also authorize us to credit your Eligible Transaction Account, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- There is a daily limit of \$1,000.00 including fees that may be transferred from the Eligible Transaction Account.
- Sender agrees to provide the email or phone number of who you wish to send money and the amount that you wish to send and passcode for receiver to access the secured portal. The recipient is then notified by email or text message that the customer is sending them money, along with instructions on how to securely accept the funds. Once completed, the funds are electronically transferred and the transaction is completed the next business day. Cutoff is 5pm for next day processing.
- We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:



1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction 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 Payment Instruction;
3. The payment is refused;
4. You or the Receiver have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and email address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; 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, or interference from an outside force) prevent the proper execution of the Payment Instruction.

It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### 3. Initiation of Payment Instructions.

- You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated through an ACH file once daily and processed the next business day.
- Payment Instructions initiated to Receivers are processed in two ways: via email or mobile telephone number. You must have the Receiver's name, email address and/or mobile telephone number, Amount of transfer and set up a Passcode for the Receiver to log into the Service. There are no limitations on the passcode requirements. Service will contact the Receiver through one of the two methods to validate the identity of the Receiver via the Passcode; receiver will then input their routing number and account number to accept the funds securely.
- You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction.
- You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) days. At such time, the transfer is canceled and an email will be sent to both Receiver and Sender. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions. As a courtesy, a reminder email will be sent to both the Receiver and the Sender after 5 days if the Receiver has not accepted the payment.

### 4. Payment Cancellation, Stop Payment Requests and Refused Payments.

- Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer service. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule or as disclosed through the website or the applicable Deposit Agreement. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will

not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.



**Member FDIC**