

## **Air Academy Federal Credit Union**

### **Mobile Banking Service Terms and Conditions**

The following provisions constitute an addendum to the Agreements and Disclosures of Air Academy Federal Credit Union (hereinafter referred to as "We", "Our", "Us", "AAFCU®", and "Credit Union") concerning Mobile Banking Services. In this Terms and Conditions, the words, "Member", "You", and "Your" means the consumer who uses Mobile Banking Services. The Mobile Banking App provides a customized and fast Mobile Banking experience designed specifically for smartphones and devices.

AAFCU Mobile Banking is a personal financial information management service that allows You access to Your AAFCU account(s) information. Each member and joint owner must register individually creating their own Username and Password. AAFCU does not permit Your Password or any account information to be stored on Your device.

When a new version of Our Mobile Banking App is available, You will be notified of the update via an alert in the app store of Your device. Simply update, and then You may continue Your mobile banking.

By accessing or using Mobile Banking Services, You agree to be bound by these Terms and Conditions and accept them in full as they may be modified and posted in the Mobile Banking Service. We reserve the right to modify the Mobile Banking Service at any time. Your continued use of the Mobile Banking Service following any such changes, modifications or alterations shall constitute acceptance of such. In the event of any modifications You are responsible for making sure that You understand how to use the Mobile Banking Service as modified. We will not be liable to You for any losses caused by Your failure to properly use the Mobile Banking Service or Your Wireless Device.

The availability, timeliness and proper functioning of the Mobile Banking Service depends on many factors, including Your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and Your Wireless Device. Neither We nor any of Our service providers warrants that the Mobile Banking Service or the Mobile Banking App will meet Your requirements, operate without interruption or be error-free, and neither We nor Our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the Mobile Banking Service, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of date or loss of personalized settings.

You agree that, when You use the Mobile Banking Service, You remain subject to the Terms and Conditions of Your existing agreements with any unaffiliated service providers, including, but not limited to, Your mobile service provider (i.e. AT&T, Verizon, etc.) and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact Your use of Mobile Banking (such as data usage or text messaging charges imposed on You by Your mobile service provider for Your use of or interaction with the Mobile Banking Service, which may include downloading the Software, receiving or sending Mobile Banking text messages, or other use of Your Wireless Device when using the Software or other products and services provided by Mobile Banking), and You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only Your mobile service provider is responsible for its products and services. Accordingly, You agree to resolve any problems with Your provider directly without involving Us.

Neither We nor any of Our service providers assume responsibility for the operation, security, functionality or availability of any related network, Wireless Device or mobile network which You utilize to access Mobile Banking.

The Mobile Banking Service and Software are provided “As Is” without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.

You agree to exercise caution when utilizing the Mobile Banking Service on Your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Neither We nor Our service providers are liable for failures to perform Our obligations under this Agreement resulting in fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond Our control.

You represent that You are the legal owner of the accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information You provide to use in connection with the Mobile Banking Service is accurate, current and complete and that You have the right to provide such information to Us for the purpose of using the Mobile Banking Service. You agree not to misrepresent Your identity or Your account information. You agree to keep Your personal information (email address, etc) up to date and accurate. You represent that You are an authorized user of the Wireless Device You will use to access the Mobile Banking Service, and that You are authorized to download and install the Mobile Banking App on Your Wireless Device.

**Mobile Banking for Consumer Accounts: You may use Mobile Banking to:**

- View current balance information for Your linked accounts
- Review available transactions for Your linked accounts
- Transfer funds between Your linked AAFCU accounts on a one-time basis, including a payment to a linked AAFCU installment loan
- Schedule a Bill Payment transaction
- View branch locations
- View contact phone numbers
- View public information such as ‘about us’
- Perform basic services such as changing Your Mobile IS and Mobile password
- Send Us secure mobile messages and questions regarding Your Mobile Service

“Linked account” means any account (savings, checking, loan) on which You are an authorized signer.

Some of the above services may not be available for certain accounts or members.

### **Description of Mobile Banking Services:**

Processing of Transfer Requests to Linked Accounts: One-time transfers may be immediate or scheduled for a future date. One-time immediate transfers and scheduled transfers can be made from a linked account to most linked accounts. One-time immediate transfers submitted to a deposit account are immediately reflected in the account's available balance.

Scheduled and Recurring Transfers: Transfers scheduled for a weekend or a non-business day will be processed from the funding account at the beginning of the next business day. All other scheduled transfers will be processed from the funding account at the beginning of the business day request.

### **Limitations and Dollar Amounts for Transfers and Payments:**

- Bill payments can be for any amount up to \$25,000.00.
- One-time immediate transfers and scheduled transfers can be for any amount available in the linked account the funds are being transferred from.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.
- At the Credit Union's discretion, We may refuse to process any transaction that exceeds any of the above limits. In this case, You are responsible for making alternate transfer or payment arrangements.

### **Transfer/Payment Authorization and Sufficient Available Funds:**

- You authorize Us to withdraw, debit or charge the necessary funds from Your designated account in order to complete all of Your designated transfers and payments.
- You agree You will instruct Us to make a withdrawal only when sufficient balance is or will be available in Your accounts at the time of withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, We may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, We may charge a non-sufficient funds (NSF), returned items, overdraft or similar fee. Please refer to the applicable Agreement and Disclosures and Fee Schedule for details.
- We are under no obligation to inform You if We do not complete a payment or transfer because there are non-sufficient funds in Your account to process the transaction. In this case, You are responsible for making alternate arrangements or rescheduling the payment or transfer.

### Canceling Transfers or Payments:

- Bill Payments: In order to cancel a payment, You must sign into the I-Branch and select the Billpay Tab. You may cancel a payment by selecting STOP under Scheduled Transactions prior to the process date.
- Transfers: You cannot cancel a one-time immediate or scheduled transfer after it has been submitted in the Mobile Banking Service and the information has been transmitted to Us.

Business Days for the Mobile Banking Service is Monday through Friday, excluding federal holidays.

**Password and Security:** You agree not to give or make available Your I-Branch or Mobile Banking Service password or other means to access Your account to any unauthorized individuals. You are responsible for all transactions You authorize using the I-Branch or Mobile Banking Service. If You permit other persons to use Your Wireless Device and PIN or other means to access the I-Branch or Mobile Banking Service, You are responsible for any transactions they authorize. All transactions that any individual with Your voluntarily given log-in credentials performs, even those transactions You did not intend or want performed, are authorized transactions. If You believe that Your PIN, Wireless Device or other means to access Your account has been lost or stolen, or that someone may attempt to use the I-Branch or Mobile Banking Service without Your consent, You must notify Us in accordance with the notification requirements set forth in Our Electronic Funds Transfer Disclosure as follows:

Tell Us at once if You believe Your I-Branch or Mobile Banking password has been compromised or if someone has transferred or may transfer money from Your account without Your permission. The best way to minimize Your loss is to call Us immediately. The unauthorized use of Your I-Branch or Mobile Banking Service could cause You to lose all of Your money in Your accounts, plus any amount available under Your overdraft protection plan.

You will have no liability for unauthorized transactions if You notify Us within 60 days after the periodic statement showing the transaction has been mailed to You (or 90 days if the transaction was from an account maintained at another financial institution). If You do not, You may not get back any of the money You lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if We can show that We could have stopped the transaction if You had notified Us in time. If a good reason (such as a long trip or hospital stay) kept You from telling Us, We may extend the time periods.

If You believe Your I-Branch or Mobile Banking password has been lost or stolen or that someone transferred or may transfer money from Your account without Your permission, call or write Us at:

- Call Our Contact Center at 719.593.8600 or 800.223.1983
- Write Us at: Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962
- E-mail Us at: [Contactus@aafcu.com](mailto:Contactus@aafcu.com)

**Third Party Links:** AAFCU may establish links between the Mobile Banking Service and other services operated by third parties. We are not responsible for contents therein and assume no control over other such services.

**Our Liability for Failure to Complete Transactions:** If We do not complete a transaction to or from Your account according to Our Agreement with You, We will be liable for Your losses or damages. However, there are some exceptions. We will not be liable if:

- through no fault of Ours, You don't have enough available funds in Your account (or available funds under Your overdraft protection plan), or credit to cover the transaction or transfer.
- Mobile Banking Service wasn't working properly, and You knew about the malfunction when You started the transaction or transfer.
- circumstances beyond Our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions We have taken.
- there are postal delays or processing delays by the Payee.
- You exceed any limits on Your account.

There may be other exceptions. We will not be responsible for any indirect, consequential, punitive, or special damages.

**Email Address:** You agree to notify Us immediately if You change Your email address, as this is the email address where We will send any correspondence and/or notices pertaining to any Mobile Banking Service to include the RDC Service, Picture Pay® Service, and Account to Account & Person to Person Transfer Service. If You have not registered to receive Electronic Communications, correspondence will be sent to the address on file with the Credit Union.

**Business Day and Availability Disclosure:** Our business days are Monday through Friday, except holidays. Our business hours are 8:30 a.m. to 5:30 p.m., Mountain Time, each business day, except Wednesday Our business hours are 10:00 a.m. to 5:30 p.m., Mountain Time.

**Cancellation:** You may cancel Your Mobile Banking Service at any time by notifying Us of Your intent to cancel by one of the following methods:

- Call Our Contact Center at 719.593.8600 or 800.223.1983
- Write Us at: Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962
- E-mail Us at: [Contactus@aafcu.com](mailto:Contactus@aafcu.com)

We may terminate Your participation in Mobile Banking Service for any reason at any time. We are not obligated to notify You in advance.

**Lost or Stolen Mobile Device:** IMPORTANT: If Your mobile phone is lost or stolen, You should immediately call Us at 719.593.8600 or 800.223.1983 in order to delete the device from Mobile Banking Service access. If You later find Your mobile device, You can re-enroll the same mobile number. AAFCU will never contact You via email or phone requesting Your Mobile Banking Service ID or Mobile Banking Service Password. If you are contacted by anyone requesting this information, please contact Us immediately.

## **Error Resolution Notice**

In case of errors or questions about electronic transfers, call or write Us at the telephone number or address listed below as soon as You can if You believe Your periodic statement is incorrect, or if You need more information about a transaction listed on the periodic statement. We must hear from You no later than 60 days after We sent the first periodic statement on which the problem or error appeared.

- Tell Us Your name and account number
- Describe the error or the transfer You are unsure about and explain as clearly as You can why You believe it is an error or why You need more information
- Tell Us the dollar amount of the suspected error

If You tell Us orally, we may require You send Us Your complaint or question in writing within 10 business days.

We will determine if an error occurred within 10 business days (20 business days if the transfer involved a new account) after We hear from You and will correct the error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate Your complaint or question. If We decide to do this, We will credit Your account within 10 business days (20 business days if the transfer involved a new account) for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or questions in writing and We do not receive it within 10 business days, We may not credit Your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of You already has an established account with Us before this account was opened.

We will tell You the results within three business days after completing Our investigations. If We decide that there was no error, We will send you a written explanation.

You may ask for copies of the documents that We used in Our investigation.

Air Academy Federal Credit Union  
P.O. Box 62910  
Colorado Springs, CO 80962  
Phone: 800.223.1983

## Remote Deposit Capture Service Terms and Conditions

The following provisions constitute an addendum to the Agreements and Disclosures of Air Academy Federal Credit Union (hereinafter referred to as "We", "Our", "Us", "AAFCU", and "Credit Union") concerning Remote Deposit Capture Service ("RDC Service"). In this Terms and Conditions, the words, "Member", "You", and "Your" means the consumer who uses Remote Deposit Capture Services. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures You have received from AAFCU.

**Terms and Conditions:** Remote deposit capture allows a user to photograph checks using AAFCU's Mobile Banking Application and to transmit the digital images to the financial institution for deposit. The financial institution in turn transmits the digital image, ACH data, or a substitute item to the paying financial institution for collection. Your use of the RDC Service constitutes Your acceptance of the Terms and Conditions. You acknowledge and agree that the RDC Service or any portion of the RDC Service may be provided by one or more subcontractors.

**Overview and Definitions:** This Agreement states the Terms and Conditions by which AAFCU will deliver the RDC Service as described below.

- a. "Authorized User" means Member or agent of Member.
- b. "Business Day" means any day which AAFCU is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or Credit Union observed holidays.
- c. "Capture Device" means any mobile/tablet device acceptable to AAFCU, which provides for the capture of images from the original items and for transmission through a clearing process.
- d. "Check" shall have the definition set forth in Check 21.
- e. "Check 21" means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A.
- f. "IRD" or "Image Replacement Document" means (a) Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an item cannot be converted to an ACH transaction.
- g. "Item" means a check, money order, cashier's check, official check, U.S. Treasury check, or any other payment instrument drawn on a financial institution within the United States and payable in US Dollars, from Payor to Member that may be transmitted as either data or image, and where applicable in the context, includes the electronic image of the front and back of the Item, in addition to other required information as specified by AAFCU from time to time, in the format specified by AAFCU from time to time. Notwithstanding the foregoing, it is understood that Member will only be electronically transmitting digital images of the front and back of items and not any paper items. In order for an item to be processed for deposit, it must be endorsed in the proper location on the back of the item.
- h. "Payor" means consumers who make payments to Member by means of Items.
- i. "RDC Service" means the specific service provided by AAFCU, including electronic check conversion image archive systems that allow the use of a Capture Device to obtain and transmit the front and back images of Items and accompanying transaction data for purposes of delivery to AAFCU for clearing an IRD. Service also includes any applicable support services.
- j. "Service Start Date" means the date the RDC Service is first utilized by the Member.
- k. "Term" shall mean the term of this Agreement beginning as of the Service Start Date until terminated as provided herein.

**Unacceptable Deposits:** You understand and agree that You are not permitted to deposit the following items using the RDC Service:

- a. Any item drawn on Your account or affiliate's account.
- b. Any item that is stamped with a "non-negotiable" watermark.
- c. Any item that contains evidence of alteration to the information originally contained on the check.
- d. Any item issued by a financial institution in a foreign country or not payable in US Dollars.
- e. Any item that is incomplete.
- f. Any item that is "stale dated" or "post dated."
- g. Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.

**Use of the RDC Service:** Following meeting log-in credentials to access AAFCU Mobile Banking, You are authorized to remotely deposit the paper checks You receive to Your account with AAFCU (the "Account") by electronically transmitting a digital image of the paper checks to Us for deposit via the AAFCU Mobile Banking Application. You understand and agree that receipt of an image does not occur until after AAFCU notifies You via RDC Service history with a status of Pending. Upon receipt of the digital image, We will review the image for acceptability. Notwithstanding anything to the contrary, We reserve the right, within Our sole and absolute discretion, to accept or reject any item for remote deposit into Your Account. Acceptance of the deposit appears as Completed in RDC Service history. You understand that any amount credited to Your Account for items deposited using the RDC Service is a provisional credit, and You agree to indemnify Us against any loss We suffer because of Our acceptance of the remotely deposited check. In addition You agree that You will not (1) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or RDC Service, (2) copy or reproduce all or any part of the technology or RDC Service; or (3) interfere, or attempt to interfere, with the technology or RDC Service.

**Compliance with Law:** You agree to use the RDC Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold Us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of Your Account and these Terms and Conditions.

**Check Requirements:** Any image of a check that You transmit to Us must accurately and legibly provide all the information on the front and back of the check at the time presented to You by the drawer. Prior to photographing the original check, You will indorse the back of the original check. Your endorsement will include Your signature and the account number. The scanned image of the check transmitted to Us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.



**Limitations on Frequency and Dollar Amount:** You understand and agree that You cannot exceed the limitations on dollar amounts of remote deposits that are set forth by Us, currently limited to \$2,500 per deposited item.

**Rejection of Deposit:** Notwithstanding anything to the contrary, We reserve the right, within Our sole and absolute discretion, to accept or reject any item for remote deposit into Your Account. We are not liable for any service or late charges levied against You due to Our rejection of any item. In all cases, You are responsible for any loss or overdraft plus any applicable fees due to an item being returned.

**Items Returned Unpaid:** A written notice will be sent to You of transactions We are unable to process because of returned items. With respect to any item that You transmit to Us for remote deposit that We credit to Your Account, in the event such item is dishonored, You authorize Us to debit the amount of such item, along with any applicable fees, from the Account.

**Unavailability of RDC Service:** You understand and agree the RDC Service may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider. In the event the RDC Service is unavailable, You acknowledge that You can deposit an original check at Our branches or by mailing the original check to Us at AAFCU, 9810 N. Union Blvd., Colorado Springs, CO 80924. It is Your sole responsibility to verify that items deposited using the RDC Service have been received and accepted for deposit by Us. However, We will email notification of items that are rejected by the next business day following rejection.

**Funds Availability:** You understand and agree that, for purposes of deposits made using the RDC Service, the place of deposit is Colorado Springs, CO. With regard to the availability of deposits made using the RDC Service, such funds will be available as set forth in the “Funds Availability Policy Disclosure” section of the Agreements and Disclosures, a copy of which You received when You opened Your membership and which is also available online. To request a copy please contact the Credit Union at 719.593.8600 or 1.800.223.1983. The Credit Union will place a hold on items deposited through the RDC Service based on AAFCU’s Funds Availability Policy. The length of the hold is counted in business days from the day of the deposit. **Items transmitted by the Member and received by AAFCU or its subcontractors by 3:00 p.m. Mountain Time Monday through Friday, shall be credited to the Member’s applicable account on the same Business Day. Items received by AAFCU after 3:00 p.m. Mountain Time on any Business Day shall be credited to the Member’s applicable account on the next Business Day.**

**Storage of Original Checks:** You must securely store each original check for thirty days and agree to mark the item “Electronically Presented” to ensure the check is not represented for payment. After such period expires, You will destroy the original check unless We advise You otherwise. You understand and agree that You are responsible for any loss caused by Your failure to secure the original checks.

**Accountholder’s Warranties:** You make the following warranties and representation with respect to each image of an original check You transmit to Us utilizing the RDC Service:

- a. Each image of check transmitted to Us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.

- c. You will not deposit or otherwise indorse to a third party the original item. Further, no person will receive a transfer, presentment, return of, or otherwise be charged for, the item. There will be no double payments.
- d. Each check that You submit to Us for deposit will be directly payable to a person on the Account.
- e. You have possession of each original check deposited using the RDC Service, and no party will submit the original check for payment.
- f. Files and images transmitted to Us will contain no viruses or any other disabling features that may have an adverse impact on Our network, data or related systems.

**Accountholder's Indemnification Obligation:** You understand and agree that You are required to indemnify Us and hold Us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses arising from Your use of the RDC Service and/or breach of these Terms and Conditions. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Limitation of Liability:** You understand and agree that We are not responsible for any indirect, consequential, punitive, or special damages attributable to Your breach of these Terms and Conditions.

**Warranties:** YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR MOBILE PROVIDER SERVICE OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE MOBILE PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL MOBILE PHONE, SOFTWARE, OR OTHER EQUIPMENT.

**Change in Terms:** We may change the Terms and Conditions for the RDC Service by notifying You of such change in writing and may amend, modify, add to, or delete from these Terms and Conditions from time to time. Your use of the RDC Service after receipt of notification of any change by Us constitutes Your acceptance of the change.

**Termination of the RDC Service:** You may, by written request, terminate the RDC Service provided for in these Terms and Conditions. We may terminate Your use of the RDC Service at any time upon written notice. In the event of termination of the RDC Service, You will remain liable for all transactions performed on Your Account.

**Relationship to Other Disclosures:** The information in these Terms and Conditions applies only to the RDC Service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

**Governing Law:** You understand and agree that these Terms and Conditions and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with federal law or regulation, or to extent not covered by federal law or regulation, by the laws of the State of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Colorado.

**Periodic Statement:** Any remote deposits made through the RDC Service will be reflected on Your monthly account statement. You understand and agree that You are required to notify Us of any errors relating to images transmitted using the RDC Service by no later than 60 days after the applicable monthly periodic statement is mailed or otherwise provided, after which such statement regarding all deposits made through the RDC Service shall be deemed to be correct. You are responsible for any errors that You fail to bring to Our attention within such time period.

**Waiver:** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof, shall not constitute that waiver of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship:** These Terms and Conditions do not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

## Picture Pay® Service Terms and Conditions

The following provisions constitute an addendum to the Agreements and Disclosures of Air Academy Federal Credit Union (hereinafter referred to as "We", "Our", "Us", "AAFUCU", and "Credit Union") concerning Picture Pay® Service ("Service"). In this Terms and Conditions, the words, "Member", "You", and "Your", means the consumer who uses Picture Pay Services. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures You have received from AAFUCU.

**Terms and Conditions:** Picture Pay Service is a Mobile Payment Service that allows a user to photograph a bill using AAFUCU's Mobile Banking Application, enter required information, and transmit the digital image and information to the Picture Pay Service for processing the payment of the bill. Required information includes information such as, but not limited to, the amount of the payment and the date You want the bill paid. The Service in turn transmits the digital image, electronic payment (ACH), or a substitute item to the paying financial institution for collection. Your use of the Picture Pay Service constitutes Your acceptance of the Terms and Conditions. You acknowledge and agree that the Picture Pay Service or any portion of the Picture Pay Service may be provided by one or more subcontractors.

**Service Definitions:** This Agreement states the Terms and Conditions by which AAFUCU will deliver the Picture Pay Service as described below.

- a. "Agreement" means these Terms and Conditions of the Picture Pay Service.
- b. "Authorized User" means Member or agent of Member.
- c. "Billing Account" means the checking account from which all Service fees will be automatically debited.
- d. "Business Day" means any day which AAFUCU is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or Credit Union observed holidays.

- e. "Due Date" is the date reflected on Your Payee's billing statement for which the payment is due; it is not the late date or grace period.
- f. "Payee" means the person or entity to which You select a payment to be directed or is the person or entity from which You receive bills.
- g. "Payment Instruction" means the information provided by You to the Service for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number and Scheduled Payment Date).
- h. "Payment Account" means the checking account from which the Service will be debited. The Service requires the "Payment Account" and "Billing Account" be identical.
- i. "Scheduled Payment" means a payment that has been scheduled through the Service but has not begun processing.
- j. "Scheduled Payment Date" means the day You want Your Payee to receive Your payment. If Your payment is sent electronically, Your account may be debited up to two days in advance of the Scheduled Payment Date, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.
- k. "Service" means the Picture Pay Service offered by AAFCU, through Allied Payment Network.
- l. "Service Start Date" means the date that the Picture Pay Service is first utilized by the Member.
- m. "Wireless Device" means any mobile/tablet device acceptable to AAFCU, which provides for the capture of images from the original items and for transmission through a clearing process.

By accessing or using this Service, You agree to be bound by these Terms and Conditions and accept them in full as they may be modified and posted on this Service. We reserve the right to modify the Service at any time. Your continued use of this Service following any such changes, modifications or alterations shall constitute acceptance of such. In the event of any modifications, You are responsible for making sure that You understand how to use the Service as modified. We will not be liable to You for any losses caused by Your failure to properly use the Service or Your Wireless Device.

You agree to exercise caution when utilizing the Service on Your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

**The Service Guarantee:** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to Your account. The Service will bear responsibility for any late payment related to charges up to \$50.00 should a payment post after its Due Date, as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

**Payment Scheduling:** The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when You are scheduling the payment. Therefore, the application will not permit You to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments You must select a Scheduled Payment Date that is no later than the actual Due Date reflected on Your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, You must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Please be mindful of any expedited payment options and any additional fees associated with these options before confirming Your request with the Service.

<b>Payment Type (submitted by 2:00 p.m. MT)</b>	<b>Expected Delivery</b>
Standard Electronic	3 Business Days
Standard Paper Check (U.S. Mail)	5 Business Days
Expedited Electronic	2 Business Days
Overnight Paper Check	1 Business Day

We guarantee the payment will be received by the Payee by the date given in the application at the time of payment submission within the time periods listed above or We will refund any expedited fee and pay any late fees accrued due to the issue.

**Payment Authorization and Payment Remittance:** By providing the Service with images containing names and account information of Payees to whom You wish to direct payments, You authorize the Service to follow the Payment Instructions it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, You authorize the Service to debit Your Payment Account and remit funds on Your behalf so the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by You. You also authorize the Service to credit Your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to You on behalf of another authorized user of the Service.

The Service will use its best efforts to make all Your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by You because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, Your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Your overdraft account;
- The payment processing center is not working properly and You know or have been advised by the Service about the malfunction before You executed the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or
- Circumstances beyond the control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid these circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from Your Payment Account or causes funds from Your Payment Account to be directed to a Payee which does not comply with Your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to Your Payment Account, and for directing

to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**Expedited Payments:** The Service allows You to make expedited payments which are defined as overnight payments by check or next business day electronic payments (ACH) to all payees. To ensure overnight delivery, overnight checks can only be sent to a valid street address in the continental United States (the Contiguous 48 states and the District of Columbia). In addition, overnight checks cannot be delivered to the following locations:

- APO or FPO addresses
- Post Office (P.O.) boxes
- Addresses considered undeliverable using USPS standards

You are responsible for ensuring the address is specified as a valid overnight address by the Payee.

After entering the payment details, You will be able to review the payment information. At this time You will have the opportunity to edit or cancel the payment. Once you click "Make payment", Your payment cannot be edited or cancelled. There is a 2:00 p.m. Mountain Time cutoff for expedited payments to be submitted. Expedited payments submitted on a non-business day or after cutoff are processed the next business day.

**Payment Methods:** The Service reserves the right to select the method by which to remit funds on Your behalf to Your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic payment to check payment, or a paper check (funds remitted to the Payee are deducted from Your Payment Account when the paper check is presented to Your financial institution for payment).

**Payment Cancellation Requests:** You may cancel or edit any Scheduled Payment by following the directions within the application. There is no charge for cancelling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

**Stop Payment Requests:** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If You desire to stop any payment that has already been processed, You must contact AAFCU Contact Center at 719.593.8600 or 800.223.1983. Although the Service will make every effort to accommodate Your request, the Service will have no liability for failing to do so. The Service may also require You to present Your request in writing within fourteen (14) days. The current charge for each stop payment request will be \$30.00.

**Prohibited Payments:** Payments to Payees outside of the United States or its territories are prohibited through this Service.

**Exception Payments:** Tax payments and court payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at Your own risk. In no event shall the Service be liable for any claims or damages resulting from Your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of You and not the Service.

**Service Fees and Additional Charges:** There are no fees associated with the standard use of the Service. However, there may be a charge for additional transactions and optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from Your designated Billing Account for these amounts and any additional charges that may be incurred by You. 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 accessed by Your telephone and/or Internet service provider.

Fees: Standard Paper Check- Free  
Next Business Day Check- \$29.95  
  
Standard Electronic Payment- Free  
Same Day Electronic - \$29.95  
Next Business Day Electronic- \$16.95

**Exclusions of Warranties:** THE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitations on Frequency and Dollar Amount:** You understand and agree that You cannot exceed the limitations on dollar amounts of payments set forth by AAFCU, currently limited to a total of \$2,500 per Business Day for electronic payments and \$2,500 per Business Day for paper checks.

**Items Returned Unpaid:** In using this Service, You understand the Payee and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct returned payments and return it to Your Payee, or void the payment and credit Your Payment Account. A written notice will be sent to You of transactions the Service is unable to process because of returned items. With respect to any item that You transmit to the Service for payment that We credit to Your Payee Account, in the event such item is dishonored, You authorize Us to debit the amount of such item, along with any applicable fees, from the Payment Account.

**Contact Information:** You agree to notify Us immediately if You change Your email address, as this is the email address where We will send any correspondence and/or notices pertaining to the Service. If You have not registered to receive Electronic Communications, correspondence will be sent to the address on file with the Credit Union. It is Your sole responsibility to ensure the contact information in Your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and

email address. The Service is not responsible for any payment processing errors or fees incurred if You do not provide accurate contact information.

**Termination of the Service:** You may, by written request, terminate the Service provided for in these Terms and Conditions. AAFCU may terminate Your use of the Service at any time upon written notice. In the event of termination of the Service, You will remain liable for all transactions performed on Your Account.

**Periodic Statement:** Any payment made through the Service will be reflected on Your monthly account statement. You understand and agree that You are required to notify Us of any errors relating to using the Service no later than 60 days after the applicable monthly periodic statement is mailed or otherwise provided, after which such statement regarding payments made through the Service shall be deemed to be correct. You are responsible for any errors that You fail to bring to Our attention within such time period.

## **Account to Account & Person to Person Transfer Service Terms and Conditions**

The following provisions constitute an addendum to the Agreements and Disclosures of Air Academy Federal Credit Union (hereinafter referred to as "We", "Our", "Us", "AAFCU®", and "Credit Union") concerning Account to Account ("A2A") and Person to Person ("P2P") Transfer Service. In this Terms and Conditions, the word consumer (hereinafter referred to as "Member", "You", and "Your") means the person who uses Account to Account & Person to Person Transfer Service. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures You have received from AAFCU.

**Overview and Definitions:** This Agreement states the Terms and Conditions by which AAFCU will deliver the A2A & P2P Transfer Service as described below.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- b. "ACH Transfer" means a request initiated by You to transfer funds to or from another financial institution or to or from another individual through the ACH Network.
- c. "Business Day" means any day which AAFCU is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or Credit Union observed holidays.
- d. "Eligible Transaction Account" means Your AAFCU checking account
- e. "Funds Transfer Request" means a request initiated by You to transfer funds to or from another financial institution or to or from another individual through the ACH Network.
- f. "NACHA" means the National Automated Clearing House Association.
- g. "Service Provider" means D+H USA Corporation, and other financial intermediaries AAFCU uses as its agents to accomplish the funds transfer.
- h. "Transfer Service" means a program that allows You to request and authorize a funds transfer from Your Eligible Transaction Account to an account You own at another U.S. financial institution or from an account You own at another U.S. financial institution to Your AAFCU savings, checking, or loan account, also known as A2A. P2P Transfer Service allows You to request and authorize a funds transfer between Your AAFCU checking account and individuals You have designated. A2A and P2P collectively is Transfer Service.
- i. "Verified Account" means accounts You own at another financial institution and have the right to access and use.



You understand AAFCU and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer You are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be provided to You in advance of settlement on a paired debit entry against Your account). You authorize Us or Our Service Provider to resubmit debit entries against Your account as needed to fulfill the ACH Transfer You have requested, subject to dollar amount limit. If this is a recurring ACH Transfer, this authorization will continue in full force and effect until such time as You cancel the recurring ACH Transfer as provided below.

The sections below also apply to anyone using the service, whether to send or to receive funds:

**Terms and Conditions:** A2A Transfer Service allows You to request and authorize a funds transfer from Your Eligible Transaction Account to an account You own at another U.S. financial institution or from an account You own at another U.S. financial institution to Your AAFCU savings, checking, or loan account. P2P Transfer Service allows You to request and authorize a funds transfer between Your AAFCU checking account and designated recipients. Your use of the Transfer Service constitutes Your acceptance of the Terms and Conditions. I acknowledge and agree the Transfer Service may be provided by one or more subcontractors (Service Provider), and use of the Transfer Service (an "ACH Transfer"), by clicking the "Confirm" button, authorizes AAFCU to accomplish the transfer through the Automated Clearing House ("ACH") and to use the Service Provider as Our agent for that purpose.

You warrant You own each account You request a Transfer Service to or from and have full right and authority to all the funds on deposit. You authorize AAFCU to execute any Transfer Service You request, including any applicable fee, when Transfer Service requests are made within the established procedures set forth in these Terms and Conditions and the Limits and Fee Schedule located under the Menu Option. You understand the processing of a Transfer Service request may be subject to delay and AAFCU shall not be responsible for any delay or failure to execute Your Funds Transfer Request due to circumstances beyond Our control, including, and without limitation, any inaccuracy, delay in transmission, or failure of transmission of Your Funds Transfer Request to a financial institution or the execution of a financial institution to process my Funds Transfer Request.

You accept Our appointment of the Service Provider as Our agents to electronically process Your funds transfers on Our behalf as You have instructed, subject to the Terms and Conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to Your funds, but only acting as Our processor.

You agree to use the service for legal purposes only and not in violation of any State, Federal, or International laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if We suspect or believe a transaction is unlawful or even suspicious, We may block the transaction and take any other action We deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. If You are a non-consumer, You certify that You are not now engaged, and will not use the service, in any activity or business that is unlawful under the UIGEA. You agree not to use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other parties use and enjoyment of the service.

**IMPORTANT INFORMATION: TO ENROLL IN TRANSFER SERVICE, YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY, AND HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATION BEFORE YOU ACCEPT THE TRANSFER SERVICE TERMS AND**

CONDITIONS. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THE TRANSFER SERVICE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. AAFCU RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS. THESE NOTICES ARE NOT CONSIDERED A TRANSACTION RECEIPT OR AN OFFICIAL CREDIT UNION RECORD WITH RESPECT TO THIS TRANSFER SERVICE.

**Authorization to Use Transfer Service:** You represent You are at least eighteen (18) years old, a resident of the United States and have a valid e-mail address. You represent You are the owner of the Eligible Transaction Account and Verified Accounts and authorize Us and Our agents to initiate ACH entries to debit or credit such accounts in the amount You have specified. If an account of Yours has a joint account holder, You represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds.

You agree to comply with the NACHA rules when as the Originator (as defined under NACHA rules) You initiate funds ACH Transfers to or from Your accounts or accounts of another person. You authorize the Service Provider to be an Originator and to use an Originating Depository Financial Institution ("ODFI") (as defined under NACHA rules) chosen by it where appropriate to process Your request to the Financial Institution.

**Verification of Accounts:** If You will be using an account at another financial institution to initiate ACH Transfers using this Funds Transfer Service to an account You own at AAFCU, or will be sending funds from Your Eligible Transaction Account to an account You own at another financial institution, You authorize Us and Our Service Provider to make small deposits and/or withdrawals, less than \$1.00, to the target account to confirm Your control of that account (and to reverse these after the test is completed). The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither We nor Our Service Provider shall have any liability to You for failure to initiate the funds transfer You have requested due to Your failure to complete the authorization process. Notwithstanding the foregoing, some accounts You have at another financial institution may be used without this verification process.

**Funds Transfer Request:** We and Our Service Provider will process Your funds transfer request based on the information You provide. Any errors in the information (including incorrect or inconsistent account names, account numbers or ABA routing numbers) that You provide to Us are Your responsibility. We and Our Service Provider are not required to investigate discrepancies between account numbers and names on the account, and You agree that We and Our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to 166-bit RC4 encryption when accessing or using the service to initiate or approve ACH Transfers.

If You are requesting funds to be transferred from an Eligible Transaction Account to an account held by another person or You are requesting funds be transferred from an account held by another person to an account You have with Us, You authorize Us and Our Service Provider to send an e-mail or SMS text message on Your behalf requesting him or her to authorize the funds transfer to You. If the other person does not acknowledge and authorize the requested transaction, the Funds Transfer Request will be deleted after seven days.

The typical time to transfer funds with Us using the ACH network is three to five business days. However specific transaction times may vary, and neither We nor Our Service Provider guarantee any specific turnaround time to complete Your funds transfer. You should check Your accounts to see Your ACH Transfers. If You are sending funds, You should check with the intended recipient of the funds to confirm the status of the funds.

You agree that credits to Your account are provisional and subject to return or reversal if We or Our Service Provider receives returns or reversals from the ACH or if We must otherwise reverse an ACH Transfer (including for failure to receive final payment). After We have received final payment on ACH credits, these deposits are referred to as collected items. We also reserve the right to refuse to process or to return all or any funds transferred.

AAFCU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY INTERMEDIARY FINANCIAL INSTITUTION OR BENEFICIARY FINANCIAL INSTITUTION TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER REQUEST AFTER RECEIPT OF SUCH REQUEST, OR ANY FUNDS TRANSFER REQUEST TO MY AAFCU ACCOUNT TO BE HONORED BY ANOTHER FINANCIAL INSTITUTION.

**Transfer Limitations:** You understand AAFCU may impose limits on Funds Transfer Requests based on accounts, amount of transfer requests, amount of transfers per week/month, fraud screening, Your relationship with AAFCU, and other factors We determine. Limits on Funds Transfer Requests can be located under the Menu option and selecting Limits and Fees.

All accounts must be located in the U.S. No International transactions are supported.

We or Our Service Provider, in Our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer You initiate, and/or restrict or condition Your ability to use the service, at any time for any reason or no reason, including but not limited to (a) insufficient funds in an account being debited; (b) suspicious activity; (c) order of any law enforcement agency or other legal process; (d) inability to verify information You or others provide or are asked to provide; (e) providing Us with false or inaccurate information; (f) hacking, tampering or impacting the service functionality, availability or security; (g) using the service for unlawful purposes (as determined by Us in good faith, but without the need for inquiry); or (h) failing to cooperate with any information request.

**ACH Transfer Cancellation, Stop Payments, and Revocation:** You may not be able to cancel or revoke an ACH Transfer once You have submitted or approved it since processing begins immediately or soon after Your approval is received by Us. For Your rights in placing a stop payment on Your account, refer to the specific account disclosures provided to You by AAFCU. You may stop payment of a recurring ACH transfer orally or in writing at least three business days before the scheduled date of the transfer. If processing has not begun, You may be allowed to cancel or delete ACH transfers from the "History" tab: ACH Transfers with a status of pending may be cancelled; recurring ACH Transfers may be deleted prior to submission of the next transfer.

**Unauthorized Transactions:** Any payment made through the Transfer Service will be reflected on Your monthly account periodic statement. You understand and agree that You are required to notify Us of any errors relating to using the Transfer Service no later than 60 days after the applicable monthly periodic statement is mailed or otherwise provided, after which such statement regarding payments made through the Transfer Service shall be deemed to be correct. You are responsible for any errors that You fail to bring to Our attention within such time period.

**Unavailability of Services:** You understand and agree that the Services may at times be temporarily unavailable due to the Credit Union system maintenance or technical difficulties including those of the Internet service provider.

**Contact Information:** You agree to notify Us immediately if You change Your email address, as this is the email address where We will send any correspondence and/or notices pertaining to the Transfer Service. If You have not registered to receive Electronic Communications, correspondence will be sent to the address on file with the Credit Union. It is Your sole responsibility to ensure the contact information in Your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email address. The Transfer Service is not responsible for any payment processing errors or fees incurred if You do not provide accurate contact information.

**Limited Power of Attorney:** In connection with any request to transfer funds using the Transfer Service, You hereby give to AAFCU a limited power of attorney and appoint AAFCU as Your true and lawful attorney-in-fact and agent with full power of substitution and re-substitution, as necessary, for You and in Your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from Your Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any Transfer Service instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as You might or could perform in person. Once AAFCU obtains actual knowledge that You wish to cease using the Transfer Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided however, that any act done by AAFCU in good faith before You have actual knowledge of termination by You and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by You. You understand and agree that at all times Your relationship with the particular financial institution that maintains each Verified Account is independent of AAFCU and Your use of the Transfer Service. You shall not hold AAFCU responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it.

I ACKNOWLEDGE AND AGREE THAT WHEN AAFCU ORIGINATES A REQUEST FOR A TRANSFER USING THE TRANSFER SERVICE; AAFCU IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS AAFCU AS MY AGENT UNDE THIS LIMITED POWER OF ATTORNEY.

**Claims, Limitation of Liability, Indemnity:**

In consideration of the agreement by Us and Our Service Provider to act upon Your request to make transfers of funds in the manner provided for in these Terms and Conditions:

- a. If any fees, fines or other sanctions, or damages or loss, are incurred or suffered by Us or Our Service Provider in connection with Your use of the service, You agree to indemnify, defend, and hold harmless Us and the Service Provider.
- b. The service, information, data, features and all content on this website are offered and made available on an "as is," "as available," basis. In no event shall We or Our Service Provider be liable to You (and, if You are a non- consumer, Your company, employees, agents, third parties, associates, or partners), or to anyone else for any consequential, incidental, special, punitive, or indirect damages of any kind whatsoever, including without limitation those resulting from loss or impairment of use, data,

or profits, that You or anyone else may incur relating to Your use or access to this site, or the use or access hereto by anyone else, even if We have been advised of the possibility of any such damages.

c. You expressly waive any and all claims You may have or assert against Us or Our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by You or anyone else.

d. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including, attorneys' or accountants' fees.

**e. Note - if You are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights You may have under applicable law.**

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT. AAFUCU, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.

YOU AGREE THAT AAFUCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) YOUR GRANTING US AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH YOUR FUNDS TRANSFER REQUEST INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT.

IN NO EVENT SHALL AAFUCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR FUNDS TRANSFER REQUEST.

IN CONSIDERATION OF THE AGREEMENT BY AAFUCU TO ACT UPON YOUR REQUEST TO MAKE A FUNDS TRANSFER REQUEST IN THE MANNER PROVIDED IN THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AAFUCU, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, SUITS, JUDGMENTS, EXECUTIONS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES IN CONNECTION WITH OR ARISING OUT OF US ACTING UPON FUNDS TRANSFER REQUEST INSTRUCTIONS PURSUANT TO THIS AGREEMENT.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to You.

In the case where a provision in another agreement We have with You conflicts with a provision in these Terms and Conditions, these Terms and Conditions will apply.

These Terms and Conditions will be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. These Terms of Conditions constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between You and Us.

**I accept these Terms and Conditions**