

Air Academy Federal Credit Union

Person to Person Funds 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", "AAFUCU®", and "Credit Union") concerning Person to Person ("P2P") Funds Transfer Service. In this Terms and Conditions, the words, "Member", "You", and "Your" means the consumer, business, authorized user, or business employee who uses Person to Person Funds Transfer Service. Capitalized terms used herein and not otherwise defined shall have the same meaning specified in other account disclosures You have received from AAFUCU.

Overview and Definitions: This Agreement states the terms and conditions by which AAFUCU will deliver the P2P Funds Transfer Service as described below.

- a. "Account" or "Accounts" refers to any accounts that may be debited with funds under these Terms and Conditions.
- b. "ACH" means Automated Clearing House.
- c. "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- d. "ACH Transfer" means a request initiated by You to transfer funds to another individual through the ACH Network.
- e. "Authorized User" means Member, agent of Member, business, authorized business user, or business employee.
- f. "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.
- g. "Eligible Transaction Account" means Your AAFUCU checking account
- h. "Funds Transfer Request" or "Transfer" means a request initiated by You to transfer funds to another individual through the ACH Network or Debit Card Network.
- i. "Funds Transfer Service" or "Service" means a program that allows You to request and authorize a funds transfer between Your AAFUCU checking account and individuals You have designated.
- j. "NACHA" means the National Automated Clearing House Association.
- k. "Recipient" means the cardholder and/or individual to whom You transfer funds.
- l. "Sender" is You, the AAFUCU Debit Cardholder, who transfers funds to another person using the P2P Funds Transfer Service with Your AAFUCU Debit Card.
- m. "Service Provider" means Acculynk, a company that arranges for P2P payments that AAFUCU uses as its agents to accomplish the Funds Transfer Request.
- n. "Transfer Instructions" are the information You provide when using the Transfer Service.

These Terms and Conditions set forth terms of use under which P2P Funds Transfer Service allows You, a Sender, to transfer funds to a Recipient through electronic means. These Terms and Conditions affect Your rights, You should read them carefully.

P2P Funds Transfer Service allows You to request and authorize a funds transfer from Your Eligible Transaction Account to Your designated recipients. Your use of the Funds Transfer Service constitutes Your acceptance of the Terms and Conditions. You acknowledge and agree the Funds Transfer Service may be provided by one or more subcontractors (Service Provider), and use of the Funds Transfer Service, by clicking the "Continue" button for approval, authorizes AAFUCU to accomplish the transfer

through the Debit Card Network and/or ACH Network and to use the Service Provider as Our agent for that purpose.

You warrant You own each Account You request a Funds Transfer Service from and have full right and authority to all the funds on deposit. You authorize AAFCU to execute any Funds Transfer Service You request when Funds Transfer Service requests are made within the established procedures set forth in these Terms and Conditions. You understand the processing of a Funds 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 Your designated recipient or the execution of a financial institution to process Your Funds Transfer Request.

You accept Our appointment of the Service Provider as Our agents to electronically process Your 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 and Conditions. 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 THE FUNDS 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 FUNDS TRANSFER SERVICE TERMS AND CONDITIONS. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THE FUNDS 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 FUNDS 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.

Description of Service and Consent: AAFCU Debit Cardholders may send one-time transfers to other AAFCU members or a depositor of another financial institution, the Recipient. Notice is provided to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You can find this option under the "Move Money" tab either Online or in Mobile Banking.

By participating in the Service, You are representing to AAFCU You are the owner of the mobile phone number or email address You are using to send or receive messages regarding Funds Transfer Requests. In addition, You are consenting to the receipt of emails or automated text messages from AAFCU or its agents, regarding Funds Transfer Requests and represent to AAFCU You have obtained the consent of the Recipient of Your intended Funds Transfer Request. Refer to Your Agreement and Disclosures provided when You opened Your Account for full electronic communication terms and conditions.

Authorization to Use Funds Transfer Service: Individuals at least eighteen (18) years old with a Debit Card issued by AAFCU are eligible to use this Funds Transfer Service to send funds to a Recipient. ATM access only cards are not eligible for this Service. A Recipient is any individual at least (18) years old with an account in the United States that may receive Point-of-Sale or ACH transactions and may receive funds transferred by the Sender. By using this Service, You represent You meet these requirements.

Funds Transfer Request: You may make one-time Funds Transfer Requests by entering your AAFCU Debit Card number, Recipient's name, and Recipient's email address or mobile phone number. The Service uses the information of the Recipient to notify him or her of the Funds Transfer Request initiated by You. The Recipient must accept the transfer within 10 calendar days or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the transfer. Once the recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipients are both AAFCU members enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account once claimed using their AAFCU Debit Card. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. AAFCU is not responsible for any failure of another institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number You enter even if it identifies a person different from Your intended Recipient. The name You enter will help You identify Your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since Your obligation to pay for the Transfer will not be excused by an error in the information You enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the NACHA and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until AAFCU or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that You as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers You provide or into Accounts associated with a Debit Card number You are providing.

You authorize AAFCU to debit Your account to complete the Funds Transfer Request You request. If You are receiving funds, You authorize the crediting of Your account using card networks or NACHA. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to current encryption standards when accessing or using the service

Sender Acknowledgement: By using this Service You, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that You are sending. You are further authorizing any recipient of this message to act on the instructions to receive the funds You are sending.

You acknowledge that any party receiving the email message at the email address You provide or text message at the mobile phone number You provide may obtain the funds You are sending.

You acknowledge and agree that We are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message You provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and You could lose all the funds. The funds that are credited to the account cannot be recalled by Us. If You suspect that You have entered information incorrectly, call Us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, We may reject any Transfer request and may terminate Your use of this Service for any reason including attempting insufficient funded Transfers.

Recipient Acknowledgement: By using this Service, You as the Recipient are confirming that You are the person to whom the Sender intends to transfer funds. As the Recipient, You will be asked to provide Your Debit Card information that will be used to transfer funds to Your Account. If You choose not to provide Your Debit Card information or Your institution does not participate, You will be asked to provide Account information including account number and routing information for Your financial institution. In this case the funds will be transferred through the ACH Network.

It is important that You enter accurate information. You agree that AAFCU, the receiving financial institution and Our Service Provider may relay solely on the instructions You provide. If You enter inaccurate Debit Card or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or Debit Card number you provide even if those numbers do not correlate to the name that You provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by Us.

If You suspect that You have entered information incorrectly or that You have received funds in error, call Us immediately and We may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the recipient's instructions.

By using this Service You agree that You are the intended Recipient of the email or text message and that You are the intended recipient of the funds. If You are not the person to whom the funds are intended then You agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information You are providing is Your true and correct information. If any information You provide is fraudulent, AAFCU reserves the right to recover all costs or losses from You, regardless of whether such costs or losses are incurred directly or indirectly.

Limitations on Transfers: You may transfer a maximum of \$500 per transaction, maximum \$1,000 per week, and maximum \$2,000 per month. AAFCU may establish a limit on the number of Transfers that can be attempted or completed in one day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the Account from which the Debit Card is authorized to transfer funds. Such transfers may overdraft Your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a fee may be charged, as applicable. You may be denied service for insufficient funds in Your Account. You will be responsible for any other transaction fees that apply to Your Account.

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

Please note that Your mobile carrier may charge You for text messaging. Please check Your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. The Recipient's financial institution may also charge a transaction fee.

Timing of Funds Transfer Requests: Transfer to remove the funds from the Sender's Account may take place immediately. However, the timing of funds receive will depend on when the Recipient responds to the email or text message and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers: You authorize Us to debit Your Account to complete the Transfer You request. If You are receiving funds, You authorize AAFCU to credit Your Account using card networks or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or Debit Card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither AAFCU nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that You specify. For example, an Individual Retirement Account may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

Unauthorized Transactions: Any payment made through the Transfer Service will be reflected on Your 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 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.

Password and Security: You agree not to give or make available Your Online 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 Online or Mobile Banking Service. If You permit other persons to use Your Wireless Device and PIN or other means to access the Online 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 Online

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 Online 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 Online or Mobile Banking Service could cause You to lose all of Your money in Your accounts, plus any amount available under Your overdraft protection options.

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 Online or Mobile Banking password has been lost or stolen or that someone transferred or may transfer money from Your account without Your permission, notify Us 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
- Email Us at: Contactus@aafcu.com

You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to current encryption standards when accessing or using the Online and Mobile Banking Services. You agree to update your software and hardware as updates become available and to always use the newest software and hardware update when accessing the Online and Mobile Banking Services.

Non-Consumers agree that Our security procedures are commercially reasonable. Non-Consumers acknowledge that there may be other security procedures that are better or more state-of-the art than Our security procedures, but Our security procedures are reasonable for the non-consumer's particular situation. Non-Consumers agree to be bound by any electronic payment order that is accepted by Us in compliance with Our security procedures, whether or not the payment order was actually authorized by the business. Non-Consumers must report online fraud activity within 24 hours, otherwise failure to report within 24 hours will cause non-consumers to bear entire fraud loss.

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. 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.

Change in Terms: We may change the Terms and Conditions for the P2P Funds Transfer 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 P2P Funds Transfer Service after receipt of notification of any change by Us constitutes Your acceptance of the change.

Relationship to Other Disclosures: The information in these Terms and Conditions applies only to the P2P Funds Transfer Service described herein. Provisions in the Agreement and Disclosures, 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.

Arbitration: Please refer to the Agreements and Disclosures for applicable arbitration provisions.

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.

Force Majeure: You understand We shall not be responsible for liability, loss of damage of any kind resulting from delay in the performance or failure to perform Our responsibilities hereunder due to causes beyond Our reasonable control, including failures in communication or computer networks, natural disaster, war, etc.

Limitations of Warranties: AAFCU, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OUR SERVICE PROVIDERS PROVIDE THIS SITE AND SERVICE AND RELATED DOCUMENTATION "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OUR CONTROL. AAFCU IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE MOBILE PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL MOBILE PHONE, SOFTWARE, OR OTHER EQUIPMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE. IN SUCH

STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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. 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.
- e. 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.
- f. 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.**
- g. In the case of a business, the business owner, authorized user, business employee, business successor, and/or business assignee will be jointly and severally liable to and will indemnify AAFCU for any and all damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof.

THE FORGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF AAFCU AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

YOU AGREE THAT AAFCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SERVICE. IN NO EVENT SHALL AAFCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR USE OF THIS SERVICE.

IN CONSIDERATION OF THE AGREEMENT BY AAFCU 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 AAFCU, 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.

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.

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.

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