

Recipient CEFCU® My Pay Terms Of Service

This Terms of Service sets forth the terms and conditions under which you may, as a Recipient, have funds transferred to your checking or savings account pursuant to a Transfer using electronic means from an Account of a Sender maintained at CEFCU. By accepting the Terms of Service when you accept such a Transfer you accept the Transfer subject to these Terms of Service. You should read it carefully. Some of the Terms of Service apply only to CEFCU Members.

1. Prohibited Uses; Monitoring

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. CEFCU or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

If you are a CEFCU Member, any Account of yours to which Transfers are made are also subject to the terms and conditions of CEFCU's Deposit Account Agreement, Rate Schedule and Fee Schedule (**Account Agreement and Disclosures**). The Account Agreement and Disclosures may include transaction limitations and fees that might apply to the Transfer you accept to your CEFCU Account.

2. Definitions

Account or **Accounts** refers to any accounts that may be debited or credited with funds in accordance with this Terms of Service.

Recipient means the person to whom the Sender transfers funds.

Sender is a CEFCU Debit Cardholder who transfers funds from the Sender's CEFCU Account to the Recipient's Account at CEFCU or at another financial institution using the Service.

Service means the service powered by Acculynk that allows a Sender to send funds to a Recipient.

Service Provider is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.

Site is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.

Transfer means an electronic movement of funds from a Sender's Savings account or Checking account at CEFCU to a Recipient's CEFCU Savings or Checking account.

Transfer Instructions are the information that a Sender provides when using CEFCU My Pay. **You** and **Your** mean each person who accepts a Transfer into the person's savings or checking account.

3. Description of Service; Consent of Parties

A Sender may use the CEFCU My Pay Service to send one-time Transfers to a Recipient. Notice is given to the Recipient by the Sender providing the Service Provider with the Recipient's email address or mobile phone number. Service Provider is a vendor of CEFCU.

By accepting a Transfer, you are representing that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from CEFCU or its agent, regarding the Transfers.

Funds may be transferred to your savings or checking account as long as the Transfer is allowed by the financial institutions involved.

4. Eligibility

Any person aged 13 years and older with a savings or checking account is eligible to accept Transfers from a Sender through the Service. Eligibility to accept Transfers is not offered to persons under the age of 13. Other restrictions and eligibility requirements apply as described in these Terms of Service or Account Agreement and Disclosures.

CEFCU does not knowingly collect any personal information from or about individuals under 13 years of age. Please do not submit such information to CEFCU, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By accepting Transfers using the Site or CEFCU My Pay, you represent that you meet these requirements.

5. Transfers; Errors

The Sender may make one-time Transfers by entering their debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service Provider uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 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.

A Recipient accepts the Transfer by (i) confirming the intent to receive the Transfer in response to an electronic message sent to the Recipient's email address or a mobile phone number provided by the Sender, and (ii) providing with that confirmation either the Recipient's debit card number or the Recipient's account number and financial institution's routing number.

Once the Recipient has successfully accepted the Transfer, the funds that were removed from the Sender's Account will be sent to the Recipient's financial institution for deposit to the Recipient's Account. If the Sender and Recipient are both CEFCU Members and the Recipient provided the Recipient's debit card number, the funds will be immediately credited in the Recipient's Account. If the Sender and Recipient are both CEFCU Members and the Recipient provided the Recipient's account number and CEFCU's routing number, the funds will be credited to the Recipient's Account in one to three business days. If the Sender and Recipient are customers of different financial institutions, the funds will be delivered to the Recipient's financial institution for crediting to the Recipient's Account in accordance with the business days and the policies of the Recipient's financial institution.

CEFCU is not responsible for any failure of another financial institution to timely credit its customer's account.

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 National Automated Clearing House Association (**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 CEFCU or the third party institution, which holds the account, has finally settled such credit.

6. Recipient Acknowledgment

By accepting a Transfer, 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.

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, you will be asked to provide your account information including your account number and your financial institution's routing and transit information. In this case the funds will be transferred through the Automated Clearing House (ACH).

It is **IMPORTANT** that you enter accurate information. You agree that CEFCU as the transferring financial institution (**Transferring Institution**) and the Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the Transferring Institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be your responsibility to work with the Transferring Institution from 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 the Transferring Institution.

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 received according to your instructions.

You represent to CEFCU that the information you are providing is your true and correct information. If any information you provide is fraudulent, CEFCU reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

8. Fees and Limitations on Transfers

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The Transferring Institution may have limits on the number and type of Transfers allowed.

If you are a CEFCU Member, there is no limit on the number of Transfers you may receive to your CEFCU Account, there is no fee charged by CEFCU for deposits to your CEFCU Account using CEFCU My Pay, and there is no fee charged by CEFCU on your right to receive deposits to your CEFCU Account using CEFCU My Pay.

If you are not a CEFCU Member you need to consult with your financial institution to determine if it imposes any limit on the number of Transfers you may receive to your Account using CEFCU My Pay, any fee on the deposits that may be made to your Account using CEFCU My Pay, or any fee on your right to receive deposits to your Account using CEFCU My Pay.

9. Timing of Transfers

Transfers to remove the funds from the Sender's Account will take place immediately. However, the timing of funds receipt will depend on (i) when the Recipient accepts the Transfer in response to the email or the text message, (ii) whether the Recipient provided the Recipient's debit card number or the Recipient's account number and routing number for the Recipient's financial institution, (iii) whether the Recipient is also a CEFCU member, and (iv) when the Recipient's financial institution posts the Transfer. The time of posting of the Transfer is dependent on the business days and the policies of that financial institution.

10. Additional Disclosures to CEFCU Members Applicable to Transfers to a Recipient's CEFCU Account

The Transfers you accept may represent Electronic Fund Transfers. The following Business Day Disclosure, Liability Disclosure, Error Resolution Disclosure, Disclosure of Liability for Failure to Make Transfers, Disclosure of Information to Third Parties, and Statement Disclosure apply to Transfers you accept that represent Electronic Fund Transfers.

Business Day Disclosure

Our business days are Monday through Friday. Holidays are not included.

Liability Disclosure

If you believe your Log-in ID, Password or SAC or your CEFCU-accessible Smart Phone has been lost or stolen, or if you believe that someone has transferred or may transfer money from your CEFCU account without your permission, or if you believe an electronic fund transfer has been made without your permission, call us immediately at 309.633.7000 or 1.800.633.7077. You may also write us at CEFCU, Post Office Box 1715, Peoria, Illinois 61656-1715.

You will have no loss if someone used your Log-in ID, Password or SAC to access CEFCU My Pay or your CEFCU-accessible Smart Phone to access CEFCU My Pay without your permission. However, there may be one exception. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we will extend the time periods.

If more than one person is authorized by you to accept Transfers to your CEFCU Account using your Login ID, Password or SAC or your CEFCU-accessible Smart Phone and Login ID or Password, and involves an

account maintained in the names of more than one Member, and one of such persons accepted a Transfer which causes loss to CEFCU which that person does not reimburse to CEFCU, CEFCU may debit any other account maintained with CEFCU by that person or by any other person named as a Member on that account for the purpose of reimbursing CEFCU that unreimbursed loss.

To the extent this Liability Disclosure is inconsistent with the provisions of Items 16 and 17 of this Agreement. This liability disclosure governs your liability.

Error Resolution Disclosure

Telephone us at 309.633.7000 or 1.800.633.7077 or write us at CEFCU, Post Office Box 1715, Peoria, Illinois 61656-1715, as soon as you can if you think your statement, receipt or confirmation is wrong or if you need more information about a transfer listed on the statement, receipt or confirmation. We must hear from you no later than sixty (60) days after we mailed or transmitted the FIRST statement on which the problem or error appeared.

1. Tell us your name and your CEFCU account number.
2. Describe the error or 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days 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 question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

We will tell you the results within three (3) business days after completion of our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Disclosure of Liability for Failure to Make Transfers

If CEFCU does not properly complete a Transfer into your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if (i) your CEFCU On-Line Required Equipment, (ii) your CEFCU-accessible Smart Phone, (iii) our On-Line Program or system, (iv) our Mobile Banking Program or system, or (v) any equipment or system of the Service Provider, or (vi) any other equipment, program or system necessary for the operation of CEFCU My Pay was not working properly and you knew about the breakdown when you started your transfer; or

- c. if access to CEFCU On-Line, or CEFCU Mobile Banking, or CEFCU My Pay is temporarily suspended or unavailable due to the implementation of program or system maintenance, enhancements, upgrades, service provider substitutions, or similar activities that render the program temporarily unavailable; or
- d. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

Disclosure of Information to Third Parties

CEFCU will disclose information to third parties about your account or the transfers you make:

- a. where it is necessary for completing transfers;
- b. where it is necessary to effect, administer, or enforce a transaction requested or authorized by you, whether the transaction requested or authorized by you will debit or credit your account, or any other type of transaction requested or authorized by you;
- c. in connection with servicing or processing a financial product or service requested by you;
- d. in connection with maintaining or servicing your account;
- e. where it is necessary to provide confirmation of changed information about your account, including a changed account number, to third parties to whom you have provided your account number in conjunction with your authorization for pre-authorized transfers to such a third party, to permit your pre-authorized transfers from your account to continue; even though pre-authorized transfers may not be initiated using CEFCU My Pay;
- f. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant;
- g. in order to comply with lawfully issued subpoenas, summonses, warrants, or court orders after mailing a copy to you (unless CEFCU is specifically prohibited from so notifying you);
- h. in order to assist appropriate law enforcement agencies' investigations when CEFCU reasonably believes it has been the victim of a crime;
- i. in order to investigate errors you identify for us in accordance with the Error Resolution Disclosure;
- j. in the regular course of exchanging credit information with other financial institutions or commercial enterprises, directly or through a consumer reporting agency; or
- k. if you give us your written permission.

11. Issues Affecting the Posting of Transfers

If you are receiving funds, you authorize and instruct your financial institution to credit your Account using card networks/switches 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 card number information, delays in posting by the receiving institution, acts of God, network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither your financial institution 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 regarding the failure to timely post transactions and you are encouraged 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 IRA 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.

12. Security

If the Transferring Institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

13. Cookies, Browser Information and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in **authenticating** who you are when you access the Site or Service.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and CEFCU My Pay. This data may be used, among other uses, to improve the operation of the Site and CEFCU My Pay.

Like most websites, the Site also uses **cookies**, which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are **session** cookies that are only used for a specific period during which you are on the Site, but a few are **persistent** cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

14. Amendments

CEFCU may amend these Terms of Service or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. CEFCU may also provide you with an email notification of such amendments.

15. Limitations of Warranties

The site and CEFCU My Pay and related documentation are provided **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 of our control. 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.

The foregoing shall constitute your exclusive remedies and the entire liability of CEFCU and its affiliates and service providers and the employees and contractors of each of these, for CEFCU My Pay and the portion of the site through which CEFCU My Pay is offered. You acknowledge and agree that from time to time, CEFCU My Pay 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 CEFCU My Pay, whether caused by strikes, power failures, equipment malfunctions or other reasons.

16. Limitation on Liability

In no event shall CEFCU or its affiliates or service providers or the employees or contractors of any of these, be liable for any claim arising from or related to CEFCU My Pay caused by its affiliates or service providers or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, or exemplary damages, including loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of CEFCU My Pay or the portion of the site through which CEFCU My Pay is offered, even if such damages were reasonably foreseeable and notice was given regarding them.

17. Limitation on Damages

CEFCU's aggregate liability and the aggregate liability of its affiliates and service providers and the employees and contractors of each of these, to you and any third party for any and all claims or obligations relating to this agreement shall be limited to direct out of pocket damages up to a maximum of \$500 (five hundred dollars). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

18. Time for Making a Claim

In no event shall CEFCU or its affiliates or service providers or the employees or contractors of any of these be liable for any claim arising from or related to CEFCU My Pay or the portion of the site through which CEFCU My Pay is offered that you do not state in writing in a complaint filed in a court of competent jurisdiction within two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

19. Indemnification

You agree to indemnify, defend, and hold CEFCU and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of CEFCU My Pay, our reliance on the Transfer Instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

20. Severability

If any provision of these Terms of Service are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

21. Applicable Law

The laws of the State of Illinois will govern this Agreement, without giving effect to any principles of conflicts of laws.

22. Contacting Us

If you have any questions about CEFCU My Pay or these Terms of Service, you may contact us at the phone number or postal address below:

CEFCU
Member Contact Center: 800.633.7077
P.O. Box 1715
Peoria, IL 61606-1715

23. Privacy Policy

You may access Our Privacy Policy at [cefcu.com](https://www.cefcu.com) relating to the collection and use of your information.

You should consult your financial institution for your EFT disclosures.