

Sender CEFCU® My Pay Terms Of Service

Welcome to CEFCU My Pay

*Before you get started, please read this CEFCU My Pay Terms of Service carefully. By proceeding forward and signing this document by clicking the **I Agree** button at the bottom of this page, you are requesting CEFCU My Pay services and agreeing to these Terms of Service which represent your agreement with CEFCU respecting CEFCU My Pay. The following are the terms and conditions of the agreement.*

This is your CEFCU My Pay Agreement (the **My Pay Agreement**) and contains the terms and conditions which govern use of the CEFCU My Pay Service (**CEFCU My Pay**) Citizens Equity First Credit Union (**CEFCU, we, us or our**) may provide you (**you or your**) and supplements the CEFCU On-Line Agreement and Disclosure and the CEFCU Mobile Banking Agreement and Disclosures. You may use CEFCU My Pay to send funds from your CEFCU designated savings or checking account (**Account**) to the Account of another person at CEFCU or at another financial institution in accordance with this My Pay Agreement. The terms of this My Pay Agreement are in addition to the terms and conditions of your CEFCU Deposit Account Agreement or Business Services Deposit Account Agreement (the **Deposit Account Agreement**), Truth-in-Savings Rate Schedule or Business Savings & Checking Accounts Rate Schedule (the **Rate Schedule**) and the Fee Schedule or Business Fee Schedule (the **Fee Schedule**) in effect from time to time governing the Account which are incorporated by reference and made a part of this My Pay Agreement. In the event of a conflict or inconsistency between the terms of the Deposit Account Agreement, the Rate Schedule and/or the Fee Schedule with respect to CEFCU My Pay, the terms of the My Pay Agreement shall control to the extent of the conflict or inconsistency.

To use CEFCU My Pay, you need:

- To provide us with your current email address so that we can send you important information related to your use of CEFCU My Pay
- To enroll in CEFCU On-Line and Mobile Banking Programs
- To enroll in CEFCU My Pay
- An active CEFCU Debit Card and PIN
- An internet enabled smart phone, desktop, laptop or other computer
- A Recipient's email address or mobile number
- To agree to this My Pay Agreement

CEFCU My Pay Agreement

The My Pay Agreement sets forth the terms and conditions under which CEFCU My Pay is offered. CEFCU My Pay allows a Sender to transfer funds to a Recipient through electronic means. The My Pay Agreement affects your rights. You should read it carefully.

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 your use of this system constitutes your consent to such monitoring and auditing.

Any Account accessed through CEFCU My Pay is also subject to the terms and conditions of your Electronic Fund Transfer Disclosure, Business Member Automated Services Terms & Conditions Disclosure, Business Services Deposit Account Agreement, and the Deposit Account Agreement (**Account Disclosures**). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of CEFCU My Pay.

2. Definitions

Account or **Accounts** refers to any deposit accounts that may be debited or credited with funds under this Agreement.

Recipient means the person to whom the Sender transfers funds.

Sender is the CEFCU Cardholder that transfers funds to another person through CEFCU My Pay.

Service means the CEFCU My Pay 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 an account at CEFCU to an account of another party whether at CEFCU or at another financial institution by means of CEFCU My Pay.

Transfer Instructions are the information that you provide when using CEFCU My Pay.

Person means an individual in his or her own right or an individual designated by an entity to act as a Sender on behalf of the entity. An individual designated by an entity must be designated by the entity in account records maintained by the entity with CEFCU.

3. Description of Service; Consent of Parties

CEFCU debit cardholders may use the Service to send one-time Transfers to CEFCU members or a depositor of another financial institution. Notice of the intended Transfer is given to the Recipient by the Sender providing our Service Provider with the Recipient's email address or mobile phone number. You may originate these Transfers by use of an internet enabled smart phone, desktop, laptop, or other computer to provide information to our Service Provider. Service Provider is a vendor of CEFCU.

By participating in CEFCU My Pay, you are representing to CEFCU 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 send or 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 and represent to CEFCU that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is allowed by the financial institutions involved.

4. Eligibility

Individuals aged 13 years and older with a debit card issued by CEFCU are eligible to use CEFCU My Pay to send funds to a Recipient. Any individual age 13 years and older with an account in the United States

that may receive POS or ACH transactions may receive funds through CEFCU My Pay that are transferred by the Sender. CEFCU My Pay is not offered to individuals under the age of 13.

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 using the Site or CEFCU My Pay, you represent that you meet these requirements.

5. Transfers; Errors

You may make one-time Transfers by entering your debit card number and email address and providing the Recipient's email address or mobile phone number. CEFCU My Pay 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 and transit 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 to 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 and transit number, the funds will be credited to the Recipient's Account in one to three business days. If the Recipient is not a CEFCU Member, the funds will be delivered to the Recipient's financial institution once accepted by the Recipient 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.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter and that you are legally bound for each such Transfer 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 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.

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 from the Account accessed by your CEFCU Debit Card and into the Account associated with the Recipient whose email address or mobile phone number you provide. You authorize CEFCU, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources, to which you hereby give your consent.

You authorize CEFCU to debit your account to complete each Transfer you request.

6. Sender Acknowledgment

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 the 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**. You assume all risk of loss. The funds that are credited to the Recipient's 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. Further, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficiently funded Transfers.

7. Fees

Funds transferred from the Account from which your CEFCU Debit Card is authorized to transfer funds may overdraft your Account and may result in a transfer from another account to cover the overdraft.

If you participate in CEFCU's Overdraft Transfer Plan or CEFCU's Optional Overdraft Protection for ATM Withdrawals and One-Time Debit Card Transactions Plan and you initiate a My Pay Transfer that triggers one of the Plans, CEFCU will charge you the applicable Overdraft Transfer Fee or Overdraft Fee as set forth in CEFCU's Fee Schedule to complete the transaction.

A Transfer may be denied if you have insufficient funds in your Account to cover the full amount of the Transfer and any applicable fees. You will be responsible for any other transaction fees that apply to your Account.

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. CEFCU does not charge a fee to send or receive money using CEFCU My Pay.

Except for the Overdraft Transfer Fee or the Overdraft Fee, there is no fee imposed by CEFCU to you (i) for CEFCU's My Pay Program; (ii) for your participation in CEFCU's My Pay Program; (iii) on your right to initiate Transfers using CEFCU's My Pay Program; nor (iv) on the CEFCU My Pay Transfers you initiate.

8. Transaction Frequency Limitations

If you use your CEFCU checking account to make Transfers, you are limited in the number of combined ATM Program, FTT Program, CEFCU My Pay Program, PIN-POS Program, and Signature POS Program transactions you may initiate on any one calendar day at ATMs, FTT personal banking machines, and POS terminals to fifty (50), of which no more than thirty (30) may be CEFCU My Pay Transfers. All PIN-POS Program and Signature-POS Program transactions represent a transfer to or from your CEFCU checking account.

If you do not have a CEFCU checking account, you are limited in the number of combined PIN-POS Program, CEFCU My Pay Program and Signature-POS Program transactions you may initiate at POS terminals and through CEFCU My Pay in any one calendar month to three (3). If you do not have a CEFCU checking account, all PIN-POS Program, CEFCU My Pay Transfers, and Signature-POS Program transactions represent a transfer to or from your CEFCU savings account. If you have a CEFCU checking account, you cannot elect to have PIN-POS Program, CEFCU My Pay Transfers, or Signature-POS transactions from or to your CEFCU savings account.

You are limited in the frequency of Transfers you may initiate using CEFCU My Pay to three (3) in a rolling 15 minute time period. If you initiate more than three (3) CEFCU My Pay Transfers in a rolling 15 minute period of time, the fourth and any subsequent CEFCU My Pay Transfer you attempt to initiate during that rolling 15 minute time period will not be processed.

9. Additional Disclosures Applicable to the CEFCU My Pay Program

The My Pay Transfers you initiate 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 your My Pay 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 Login 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 use your Login ID, Password or SAC or your CEFCU-accessible Smart Phone and Login ID or Password to access CEFCU My Pay to initiate My Pay Transfers with respect to an account maintained in the names of more than one Member, and one of such persons initiates a My Pay 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 18 and 19 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 CEFCU My Pay Transfer from 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, (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.

10. Transaction Dollar Amount Limitations

You are limited in the amount of combined My Pay Transfers, PIN-POS Program transactions and Signature-POS Program transactions you initiate that access your checking on any one calendar day to the **lesser** of the amount in your checking or \$10,000, and of that calendar day limit the amount of My Pay Transfers may not be more than the **lesser** of the amount in your checking or \$2,999.99. You are also limited in the total amount of My Pay Transfers you may make during any one calendar week to the **lesser** of the amount in your checking or \$6,000, and the total amount of My Pay Transfers you may make during any one calendar month to the **lesser** of the amount in your checking or \$10,000 or, if you do not have checking, you are limited in the amount of combined My Pay Transfers, PIN-POS Program Transactions and Signature-POS Program transactions you initiate that access your savings in any one calendar month to the **lesser** of the amount in your savings or One Thousand Dollars (\$1,000), reduced in each instance by the amount of any Signature-POS Program transactions you initiated on the two calendar days immediately preceding the calendar day on which you seek to initiate a My Pay Transfer, PIN-POS, or Signature-POS Program transaction. If you perform a My Pay Transfer, PIN-POS, or Signature-POS Program transaction at a merchant that allows cash back, the amount you receive in cash back will be part of the applicable calendar day, weekly or monthly limit. CEFCU may, however, establish

a combined maximum purchase and My Pay Transfer calendar day limit less than Ten Thousand Dollars (\$10,000) for you, but not more than the amount in your checking, and, of that **lesser** calendar day limit the amount of My Pay Transfers may not be more than the **least** of the amount in your checking, that calendar day limit, or \$2,999.99, or less than One Thousand Dollars (\$1,000) for you, but not more than the amount in your savings if you do not have checking. If a lesser combined maximum purchase or My Pay Transfer limit is established for you, CEFCU will provide written confirmation of that limit to you. Furthermore, if CEFCU establishes a lesser combined maximum purchase and My Pay Transfer limit for you, CEFCU may periodically re-evaluate the amount of that limit. CEFCU may, in its sole discretion, determine that your combined maximum purchase and My Pay Transfer limit should be increased or decreased and will provide you written confirmation that your combined maximum purchase and My Pay Transfer limit will be increased or decreased and the effective date of the increase or decrease.

11. 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.

12. Issues Affecting the Posting of Transfers

You authorize and instruct us to debit your account to complete the Transfer you request.

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 CEFCU 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 to the Account of a Recipient 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.

13. Security

If the Recipient's financial 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.

14. 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.

15. Access to Information about You

You may review and update the personal information maintained about you in the **Manage Account** section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with CEFCU or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

16. Amendments; Termination

CEFCU has the right to change the My Pay Agreement at any time by notice mailed to you at your last known address in CEFCU's records, by posting notice in its branches, or as otherwise permitted by law.

CEFCU has the right to terminate this My Pay Agreement at any time. You may terminate this My Pay Agreement by written notice to CEFCU at

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

CEFCU is not responsible for any transfer made before CEFCU has a reasonable opportunity to act on your termination notice.

17. Limitation of Warranties

The site and service 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 of certain implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Severability

If any provision of the My Pay Agreement 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.

23. Applicable Law

This Site is created and controlled by CEFCU in the State of Illinois. As such, the laws of the State of Illinois will govern this Agreement, without giving effect to any principles of conflicts of laws.

24. Contacting Us

If you have any questions about CEFCU My Pay or the My Pay Agreement, 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

25. Privacy Policy

You may access Our Privacy Policy at cefcu.com relating to the collection and use of your information.

*Please print, download or take a screen shot of this page for your records before you click **I Agree** below. By clicking **I Agree**, you acknowledge that you have read and agree to the foregoing and are requesting CEFCU My Pay transfer of funds to a Recipient.*

I Agree