

Air Academy Federal Credit Union Online and Mobile Banking Service Terms and Conditions

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

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

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

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

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

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

You agree to exercise caution when utilizing the Mobile Banking Service on Your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. Neither We nor any of Our service providers assume responsibility for the operation, security, functionality or availability of any related network, Wireless Device or mobile network which You utilize to access Online and Mobile Banking Service.

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

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

Not all services may be available for certain accounts or members.

Description of Payments and Transfers:

Processing of Transfer Requests: One-time transfers may be immediate or scheduled for a future date. One-time or recurring scheduled transfers can be made from Your Eligible AAFCU account to a Verified External Account or from a Verified External Account to Your AAFCU savings, checking, or loan account. A "Verified External Account" means an account You own at another financial institution and have the right to access and use. Scheduled and Recurring Transfers: Transfers scheduled for a weekend or a non-business day will be processed from the funding account at the beginning of the next business day. All other scheduled transfers will be processed from the funding account at the beginning of the business day request.

Wire Transfer Requests: Wire Transfer requests must be given to Us in compliance with Our cut-off time as established from time to time by Us. We are not responsible for the accuracy of a routing number which You supply, and which is contained in Your Wire Transfer request. You authorize Us to charge Your Account for the payment of the Wire Transfer request, including applicable fee. We have no obligation to accept or execute a Wire Transfer request. For complete Terms and Conditions, please refer to the "Wire Transfer Agreement" section of the Agreements and Disclosures, a copy of which You received when You opened Your membership, and which is also available online. To request a copy please contact Us at 719.593.8600 or 1.800.223.1983.

Limitations and Dollar Amounts for Transfers and Payments:

- Bill payments can be for any amount up to \$25,000.00.

- Remote Deposit Capture Service (“RDC Service”) is limited to \$5,000 per deposited item.
- Account to Account Funds Transfer Service is limited to a maximum amount per transaction, per member account, per day of \$3,500; maximum \$10,000 per member account, per month.
- Person to Person Funds Transfer Service is limited to a maximum of \$1,000 per transaction, maximum \$2,000 per week, maximum \$3,000 per month.
- All transfer limits are subject to temporary reductions to protect the security of member accounts and/or the transfer system.
- At Our discretion, We may refuse to process any transaction that exceeds any of the above limits. In this case, You are responsible for making alternate transfer or payment arrangements.

Transfer/Payment Authorization and Sufficient Available Funds:

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

Canceling Transfers or Payments:

- Bill Payments: In order to cancel a payment, You must log-in to Your Online or Mobile Banking Service and select the Billpay Tab. You may cancel a payment by selecting STOP under Scheduled Transactions prior to the process date.
- Transfers: You cannot cancel a one-time immediate or scheduled transfer after it has been submitted in the Online or Mobile Banking Service and the information has been transmitted to Us.
- Recurring Transfers: In order to cancel a recurring transfer, You must log-in to Your Online or Mobile Banking Service and select Activity Center. You may cancel a recurring transfer prior to the request being processed by Us by selecting Recurring in the Activity Center and selecting Cancel Series under Actions.

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
- Email Us at: Contactus@aafcu.com
- Write Us at: Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962

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.

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

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

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

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

Email Address: You agree to notify Us immediately if You change Your email address, as this is the email address where We will send any correspondence and/or notices pertaining to any Online and Mobile Banking Service to include the RDC Service, Account to Account Funds Transfer Service and Person to Person Funds Transfer Service.

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

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

- Call Our Contact Center at 719.593.8600 or 800.223.1983
- Email Us at: Contactus@aafcu.com
- Write Us at: Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962

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

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

Error Resolution Notice

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

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

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

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

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

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

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

Remote Deposit Capture Service Terms and Conditions

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

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

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

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

IMPORTANT INFORMATION: TO ENROLL IN THE RDC SERVICE, YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY AND HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATION AT THE EMAIL ADDRESS OF RECORD ON YOUR ACCOUNT BEFORE YOU ACCEPT THE RDC SERVICE TERMS AND CONDITIONS. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THE RDC 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 RDC 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 SERVICE.

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

- a. Any item drawn on Your personal checking account at AAFCU and being deposited to the same personal AAFCU checking account.
- b. Any check previously converted to a "substitute check" as defined in Regulation CC.
- c. Any item that is stamped with a "non-negotiable" watermark.
- d. Any item that contains evidence of alteration to the information originally contained on the check.
- e. Any item missing the required restrictive endorsement or containing a restrictive endorsement to another financial institution.
- f. Any item issued by a financial institution in a foreign country or not payable in U.S. Dollars.
- g. Any item that is incomplete.
- h. Any item that is "stale dated" (six months past date of check) or "postdated" (a check dated in the future).
- i. Any third-party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
- j. Any item that has been re-deposited or returned for any reason, i.e. "non-sufficient" or "refer to maker."
- k. Savings Bonds.

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

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

Check Requirements: Any image of a check that You transmit to Us must accurately and legibly provide all the information on the front and back of the check at the time presented to You by the drawer. Prior to photographing the original check, You will endorse the back of the original check. Your endorsement must include the statement "For mobile deposit only to AAFCU," Your signature and the account number. Without this endorsement, your check deposit may be rejected. The scanned image of the check transmitted to Us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Limitations on Frequency and Dollar Amount: You understand and agree that You cannot exceed the limitations on dollar amounts of remote deposits that are set forth by Us.

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

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

Unavailability of RDC Service: You understand and agree the RDC Service may at times be temporarily unavailable due to AAFCU system maintenance or technical difficulties including those of the Internet service provider. In the event the RDC Service is unavailable, You acknowledge that You can deposit an original check at Our branches, at an AAFCU owned ATM, at a CO-OP Shared Branch or ATM location, or by mailing the original check to Us at AAFCU, P.O. Box 62910, Colorado Springs, CO 80962. It is Your sole responsibility to verify that items deposited using the RDC Service have been received and approved for deposit by Us. However, We will provide notification of items that are rejected by the next business day following rejection.

Funds Availability: You understand and agree that, for purposes of deposits made using the RDC Service, the place of deposit is Colorado Springs, CO. With regard to the availability of deposits made using the RDC Service, such funds will be available as set forth in the "Funds Availability Policy Disclosure" section of the Agreements and Disclosures, a copy of which You received when You opened Your membership, and which is also available online. To request a copy please contact the Credit Union at 719.593.8600 or 1.800.223.1983. We will place a hold on items deposited through the RDC Service

based on Our Funds Availability Policy. The length of the hold is counted in business days from the day of the deposit. **Items transmitted by the Member and received by AAFCU or its subcontractors by 6:00 p.m. Mountain Time Monday through Friday, shall be credited to the Member's applicable account on the same Business Day. Items received by AAFCU after 6:00 p.m. Mountain Time on any Business Day shall be credited to the Member's applicable account on the next Business Day.**

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

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

- a. Each image of check transmitted to Us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- b. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
- c. You will not deposit or otherwise endorse to a third party the original item. Further, no person will receive a transfer, presentment, return of, or otherwise be charged for, the item. There will be no double payments.
- d. Each check that You submit to Us for deposit will be directly payable to a person or named business on the Account.
- e. You have possession of each original check deposited using the RDC Service, and no party will submit the original check for payment.
- f. You will not use the RDC Service and/or Your accounts for any illegal activity or transactions.
- g. Files and images transmitted to Us will contain no viruses or any other disabling features that may have an adverse impact on Our network, data or related systems.

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

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.

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 RDC 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. We are not responsible for any 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 RDC Service by notifying You of such change in writing and may amend, modify, add to, or delete from these Terms and Conditions from time to time. Your use of the RDC Service after receipt of notification of any change by Us constitutes Your acceptance of the change.

Termination of the RDC Service: You may, by written request, terminate the RDC Service provided for in these Terms and Conditions. We may terminate Your use of the RDC Service at any time without notice. In the event of termination of the RDC Service, You will remain liable for all transactions performed on Your Account.

Relationship to Other Disclosures: The information in these Terms and Conditions applies only to the RDC Service described herein. Provisions in 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.

In Case of Errors: You agree to notify us immediately of any suspected errors regarding checks deposited through the RDC Service at 800.223.1983 or email us at Contactus@aafcu.com.

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

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

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

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 OR 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 a remote deposit using the RDC Service 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.**

THE FOREGOING 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 REMOTE DEPOSIT USING THE RDC SERVICE 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 YOUR RDC SERVICE 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.

Account to Account 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", "AAFCU®", and "Credit Union") concerning Account to Account ("A2A") 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 Account to Account 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 AAFCU.

Overview and Definitions: This Agreement states the Terms and Conditions by which AAFCU will deliver funds transfers using the A2A Funds Transfer Service initiated by You from time to time through Our Online and Mobile Banking Services as described below.

- a. "ACH" means Automated Clearing House.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- c. "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- d. "ACH Transfer" means a request initiated by You to transfer funds to or from another financial institution through the ACH Network.
- e. "Business Day" means any day which AAFCU is open to conduct substantially all of its banking services, but shall not include Saturday, Sunday or Credit Union observed holidays.
- f. "Eligible AAFCU Account" means Your AAFCU deposit account that is eligible to be used with the A2A Transfer Service and is enrolled in the Transfer Service.
- g. "Funds Transfer Request" means a request initiated by You to transfer funds to or from another financial institution through the ACH Network.

- h. "NACHA" means the National Automated Clearing House Association.
- i. "Service Provider" means other financial intermediaries AAFCU uses as its agents to accomplish the funds transfer.
- j. "Funds Transfer Service" or "Service" means a program that allows You to request and authorize a funds transfer from Your Eligible AAFCU Account to an account You own at another U.S. financial institution or from an account You own at another U.S. financial institution to Your AAFCU savings, checking, or loan account, also known as A2A.
- k. "Verified External Account" means accounts You own at another financial institution and have the right to access and use.

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

A2A Funds Transfer Service allows You to request and authorize a funds transfer from Your Eligible AAFCU Account to an account You own at another U.S. financial institution or from an account You own at another U.S. financial institution to Your AAFCU savings, checking, or loan account. 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 (an "ACH Transfer"), by clicking the "Transfer Funds" button, authorizes AAFCU to accomplish the transfer through the ACH and to use the Service Provider as Our agent for that purpose.

You warrant You own each account You request a Funds Transfer Service to or 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 and the Limits 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 a financial institution 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 funds transfers on Our behalf as You have instructed, subject to the Terms and Conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to Your funds, but only acting as Our processor.

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

Authorization to Use Transfer Service: You represent You are at least eighteen (18) years old, a resident of the United States and have a valid email address. You represent You are the owner of the Eligible AAFCU Account and Verified External Accounts and authorize Us and Our agents to initiate ACH entries to debit or credit such accounts in the amount You have specified. If an account of Yours has a joint account holder, You represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds. You understand and acknowledge that AAFCU has no obligation to execute any request for a transfer using the Funds Transfer Service that is not initiated in accordance with such procedures. You further acknowledge the acceptance and processing of Funds Transfer Requests is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until You have informed us by calling 800.223.1983 that You have revoked authorization and We have a reasonable opportunity to act on it.

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

Verification of Accounts: If You will be using an account at another financial institution to initiate ACH Transfers using this Funds Transfer Service to an account You own at AAFCU, or will be sending funds from Your Eligible AAFCU Account to an account You own at another financial institution, You authorize Us and Our Service Provider to make small deposits and/or withdrawals, less than \$1.00, to the target account to confirm Your control of that account (and to reverse these after the test is completed). The deposit amount(s) will always occur before the withdrawal, and the withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither We nor Our Service Provider shall have any liability to You for failure to initiate the funds transfer You have requested due to Your failure to complete the authorization process.

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

The typical time to transfer funds with Us using the ACH network is three to five business days. However, specific transaction times may vary, and neither We nor Our Service Provider guarantee any specific turnaround time to complete Your funds transfer. You should check Your accounts to verify completion and receipt of Your ACH Transfers.

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

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

Transfer Limitations: You understand AAFCU may impose limits on Funds Transfer Requests based on accounts, amount of transfer requests, amount of transfers per day/week/month, fraud screening, Your relationship with AAFCU, and other factors We determine. Set limits are subject to change as we deem appropriate. Furthermore, Federal Regulations limit the number of Electronic Funds Transfers, including A2A Funds Transfer Requests from savings accounts and money fund accounts, to six per periodic statement cycle. Limits on Funds Transfer Requests are as follows:

Account to Account Funds Transfer Service is limited to a maximum amount per transaction, per member account, per day is \$3,500; maximum \$10,000 per member account, per month.

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

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

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

To remove a Verified External Account from Your available options to send funds to or from, please contact Us by one of the following methods:

- Call Our Contact Center at 719.593.8600 or 800.223.1983
- Email Us at: Contactus@aafcu.com
- Write Us at: Air Academy Federal Credit Union, P.O. Box 62910, Colorado Springs, CO 80962

Unauthorized Transactions: Any payment made through the Funds 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 Funds 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 Funds Transfer Service shall be deemed to be correct. You are responsible for any errors that You fail to bring to Our attention within such time period.

Unavailability of Services: You understand and agree that the Funds Transfer Service 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 Funds 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 Funds Transfer Service is not responsible for any payment processing errors or fees incurred if You do not provide accurate contact information.

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

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

Change in Terms: We may change the Terms and Conditions for the A2A 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 A2A 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 the Terms and Conditions applies only to the A2A 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 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 and 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 OR 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 FOREGOING 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 (1) YOUR GRANTING US AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED EXTERNAL ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH YOUR FUNDS TRANSFER REQUEST INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED EXTERNAL ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED EXTERNAL ACCOUNT. IN NO EVENT SHALL AAFCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR FUNDS TRANSFER REQUEST.

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.

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", "AAFCU®", 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 AAFCU.

Overview and Definitions: This Agreement states the terms and conditions by which AAFCU 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 AAFCU 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 AAFCU 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 AAFCU 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 AAFCU Debit Cardholder, who transfers funds to another person using the P2P Funds Transfer Service with Your AAFCU Debit Card.
- m. "Service Provider" means Acculynk, a company that arranges for P2P payments that AAFCU 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 AAFCU 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 rely 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 \$1,000 per transaction, maximum \$2,000 per week, and maximum \$3,000 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 overdraw 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.

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

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.