

Air Academy Federal Credit Union

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 of \$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.

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

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

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

If You believe Your Online or Mobile Banking password has been lost or stolen or that someone transferred or may transfer money from Your account without Your permission, notify Us by one of the following methods:

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

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

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

Unavailability of Services: You understand and agree that the 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.

Error Resolution Notice

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

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

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

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

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

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

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