



## **User Agreement for Frontwave Credit Union P2P (Person to Person) Payments Service**

### **Introduction**

The following Terms and Conditions ("Agreement") apply to Frontwave Credit Union's P2P (Person to Person) Payments service.

### **Acceptance**

By accepting this Agreement and by using P2P, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of P2P. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law. Any deposit Account accessed through this service is also subject to the Account Disclosures and Regulations for the Account ("TIS Disclosures"). You should review the TIS Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of P2P.

### **Definition of Terms**

"P2P (Person-to-Person) Payments" means the service powered by Acculynk allows you to send funds to an outside email or cell phone number.

"We," "Us," "Our," "Credit Union," means Frontwave Credit Union. "You" and "Your(s)," means each primary member or joint member who applies to use the service and each person who uses the service.

"Transfer" means an electronic movement of funds from your account to another party by means of the P2P or Person to Person Payments system offered within online banking.

### **P2P (Person-to-Person) Payments powered by Acculynk**

P2P (Person-to-Person) Payments powered by Acculynk ("P2P Payments"), is a service that allows you to send money via Online Banking to others using a cell phone number or an email address through the Acculynk network. Sending money does not require you to have a Acculynk Account, but the following rules do apply regarding Acculynk's role in processing P2P Payments transactions that use the Acculynk network.

### **Acculynk's Relationship with You**

Acculynk is a Payments Service Provider. Acculynk helps you make payments to third parties. Acculynk is an independent contractor for all purposes, except that Acculynk acts as your agent with respect to the custody of your funds only. Acculynk does not have control of, or liability for, the products or services that are paid for with our service. We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction.

Intellectual Property: "Acculynk.com", "Acculynk", and all logos, related to the service, are either trademarks or registered trademarks of Acculynk or its licensors. You may not copy, imitate or use them without Acculynk's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Acculynk. You may not copy, imitate, or use them without our prior written consent. All rights, title and interest in and to the Acculynk website, any content thereon, the services, the technology related to the Acculynk services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of Acculynk and its licensors.

Transaction History: You may view your transaction history by logging into Online Banking and looking at your Account History. Your history is also available through the periodic statements we provide you.

### **Eligibility for P2P Payments**

Identity Authentication: You authorize the Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. The credit union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments by any credit union member.

### **Sending Money via Online Banking P2P Payments**

Sending Limits. Acculynk may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service (in addition to any limits set by us).

Transfers. When an Online Banking P2P Payments is made, the funds are immediately transferred from your account for Transfer and are credited to Acculynk to provide funds to the recipient. You agree that such requests constitute your authorization to us and Acculynk to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer.

Refused and Refunded Transactions. When you send money, the recipient is not required to accept it. You agree that you will not hold Acculynk or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. We will return any unclaimed, refunded or denied payment to your Account within 30 Days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account. If a recipient does not have an account with Acculynk, and does not set one up before 30 days has elapsed, you can request that the funds are returned to you before 30 days has elapsed by using the return function in the online banking P2P screen.

### **How to Notify Us of Unauthorized Transfer, Lost Device, Error or Inquiry**

1. Tell us AT ONCE if you believe your [card] [code] has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your [card] [code], you can lose no more than \$50 if someone used your [card][code] without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your [card] [code], and we can prove we could have stopped someone from using your [card] [code] without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods

2. You must include the following information: Your name and Account number; a description of the error, loss and/or Transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, the dollar amount of the suspected error or unauthorized Transfer.

3. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.
4. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appears.

### **Claims, Limitation of Liability, No Warranty**

You agree that within 10 days after you receive notification that your P2P Payments request has been executed, you will tell the Credit Union of any errors, delays, or other problems related to your request. If your funds Transfer request is delayed or erroneously executed as a result of the Credit Union's error, the Credit Union's sole obligation to you is to pay or refund such amounts as may be required by applicable law. If you initiate a payment to a party or payee to which you did not intend, you are responsible to contact the receiving party to have the funds returned. The Credit Union or any of its payment processors are not responsible for payments which were made in error by you or anyone you authorized to make payments on your behalf. Any claim for interest payable shall be at the current stated account rate. In any event, if you fail to notify the Credit Union of any claim concerning your funds Transfer request within 60 days from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

If we do not complete a Transfer to or from your Account, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will NOT be liable, in cases such as, but not limited to the following:

1. If, through no fault of ours, you do not have enough money in your Account to make a Transfer.
2. If a legal order directs us to prohibit withdrawals from the Account.
3. If your Account is closed, or if it has been frozen or blocked.
4. If the Transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If the Transfer would cause your balance to go over any Courtesy Pay services limit you may have.
6. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
7. If any electronic terminal, telecommunication device, or any part of the online banking electronic funds Transfer system is not working properly and you knew about the problem when you started the Transfer.
8. If you have not properly followed the on-screen instructions for using P2P.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the Transfer, despite reasonable precautions that we have taken.

### **Fees**

We currently do not charge a fee for P2P transactions.

### **Transfer Limitations**

1. Minimum Transfer amount is \$10.00.
2. Daily Transfer limit is \$305.00.
3. Rolling 30 day limit is \$1,505.00.

The Transfer Limitations noted above may be changed at any time by the credit union without prior notice to the P2P payment users.

**Notices**

We will notify you of any changes, fees, or other information about P2P, if required by law. Notices required to be given by us under this Agreement or by law may be sent electronically or mailed to you in writing at the mailing address that we have on file.

**Indemnification**

You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, P2P service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of P2P.

**Entire Agreement**

This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your P2P service and Accounts, contains the entire P2P agreement between you and the credit union and supersedes any other written or oral communications and previous agreements, if any, with regard to P2P.

**Governing Law**

Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with federal law applicable to P2P and to the extent not superseded by federal or state law.

REV 11/12/2018