

PayRailz Payment Services

Effective 1/7/25

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E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are signing up to use the Credit Union of America (“Credit Union”) Bill Payment (“Bill Pay”) and Pay a Person (“P2P”) services powered by PayRailz that allows you to send funds to a company or another person. This E-Signature and Electronic Disclosures Agreement (“E-Sign Agreement”) applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by your Credit Union for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Credit Union you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

Agreement to Use Electronic Signatures

By checking the “I accept the terms of service” check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

Contact Information

To use this Service, you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer or smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

BILL PAYMENT ("Bill Pay") AGREEMENT

As used in these Terms and Conditions (the "Agreement"), the term "Payee" means the person or entity to whom you wish a bill payment to be directed; "Payment Instruction" means the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and payment date); "Payment Account" means your checking account from which all bill payments will be made; "Business Day" means Monday through Friday, excluding Federal Reserve holidays; "eBill" means the ability to receive bill summary information eligible payees and to initiate a payment to them. "Subscriber", "you" and "your" means the member using "the Service".

Payment Scheduling

The earliest possible Deliver by Date for each Biller will be designated within the application when you are scheduling the Bill Payment. Therefore, the application will not permit you to select a Deliver by Date less than the earliest possible Deliver by Date designated for each Biller. When scheduling Bill Payments, you must select a Deliver by Date that is no later than the actual Bill Due Date reflected on your Biller statement unless the Bill Due Date falls on a non-Business Day. If the actual Bill Due Date falls on a non-Business Day, you must select a Deliver by Date that is at least one (1) Business Day before the actual Bill Due Date. Delivery by Dates must be prior to any late date or grace period. **We reserve the right to pay any Biller to whom you may direct a payment. The Bill Payment Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or exception payment hereinafter described.**

The Service Guarantee

Because of circumstances beyond our control, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any past due payment related charges up to \$50.00 should a Bill Payment post after its Bill Due Date if the Bill Payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

Bill Payment Authorization and Remittance

By providing the Bill Payment Service with names and account information of Billers to whom you wish to direct Bill Payments, you authorize us to follow the Bill Payment Instructions. To process Bill Payments more efficiently and effectively, the Bill Payment Service may edit or alter payment data or data formats in accordance with Biller directives. When the Bill Payment Service receives a Bill Payment Instruction, you authorize us to debit your Source Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Deliver by Date designated by you. You also authorize the us to credit your Source

Account for payments returned to us by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Payment Service.

Payment Methods

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Source Account when the laser draft is presented to us for payment).

Bill Payment Cancellation Requests

You may cancel or edit any Scheduled Bill Payment (including recurring payments) by following the directions within the Bill Payment Service. There is no charge for canceling or editing a Scheduled Bill Payment. Once the Bill Payment Service has begun processing a Bill Payment, the Bill Payment cannot be cancelled or edited; therefore, a stop payment request must be submitted.

Stop Payment Requests

The Bill Payment Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a Bill Payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact Member Contact Center. Although we will make every effort to accommodate your request, we and our third-party processor will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule and will be deducted from your Source Account.

Prohibited Payments

The following types of payments are prohibited through the Bill Payment Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to persons or entities located in prohibited territories (including any territory outside of the United States).
- Payments that violate any law, statute, ordinance, or regulation.
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether it is legally defined as a lottery) and sweepstakes.
- Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or

terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

In no event shall we or our independent contractors or other third parties to whom we assign, or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of this section or the Agreement.

Exception Payments

Tax payments and court ordered payments may be scheduled through the Bill Payment Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damage resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any past due payment related charges is void when these types of payments are scheduled and/or processed by the Bill Payment Service. The Bill Payment Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be your sole responsibility.

Exclusion of Warranties

THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Returned Payments

In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Payment Service for several reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Payment Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Payment Account. You may receive notification from the Bill Payment Service.

Information Authorization

Through your enrollment in the Bill Payment Service, you agree that the Bill Payment Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bill Payment Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

ADDRESS OR BANKING CHANGES

You agree to promptly notify in writing the Member Service Department of any address change or email address change. Additionally, you agree to notify the Member Service Department in writing at least ten (10) Business Days in advance of any change in your Payment Account or your banking status.

DISPUTES

In the event of a dispute, you and Credit Union of America agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Credit Union of America, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Credit Union of America relating to the subject matter of

this Agreement. If there is a conflict between what an employee of the BillPay Service or Member Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your bill payment password or other means to access your account has been lost or stolen, you can lose no more than \$50.00 if someone uses your bill payment password or other means to access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your bill payment password or other means to access your account if you had told us, you could lose as much as \$500.00. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible:

1. Telephone us at 800.256.8049 during normal business hours; or,
2. Write us at:

*Credit Union of America
PO Box 47528
Wichita, KS 67201-7528*

If you think that your statement is wrong or you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after you received the first statement on which the problem or error appeared.

You must:

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

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If we decide there was no error, we will mail you a written explanation within three (3) Business Days after we finish the investigation. You may ask for copies of documents which we used in our investigation. The Service may revoke any provisional credit provided to you if we find that an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make only in the following situations:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;

3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders; or,
5. If you give us your written permission.
6. In addition, you agree that Credit Union of America reserves the right to share financial information regarding your account from a Payee or financial institution to resolve payment posting problems. To view our complete Privacy Policy, visit our website at CUofAmerica.com/Privacy Policy.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

TERMINATIONS

CUA has the right to terminate this agreement at any time. You may terminate this agreement by written notice to CUA at any time. You remain obligated for any payments made by CUA and the Service on your behalf. CUA is not responsible for any payment made before we have the reasonable opportunity to act on your termination notice.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUA is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission, communications facility or Internet Service Provider (ISP), and no such party shall be deemed to be CUA's agent. THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

PAY A PERSON ("P2P") AGREEMENT

Credit Union P2P Service Agreement and Terms of Use ("Terms of Use")

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

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

Any Account accessed through the Service is also subject to the terms and conditions of your Account (“Account Disclosures”). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

Definitions

“Account” or “Accounts” refers to any accounts that may be debited or credited with funds under these Terms of Use.

“Recipient” means the cardholder to whom the Sender transfers funds.

“Sender” is the Credit Union Cardholder that transfers funds to another person through the Service.

“Service” means the P2P service powered by PayRailz that allows a Sender to send funds to Recipient.

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

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

“Transfer” means an electronic movement of funds from an account at Credit Union to an account of another party by means of the Service.

“Transfer Instructions” are the information that you provide when using the Service.

“Us,” “We,” and “Our” means Credit Union.

“You” and “Your” mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

Initiating P2P Payment Instructions

All P2P Payment Instructions are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before you are permitted to initiate a P2P Payment Instruction, you will be required to follow the procedures to access CUA’s digital banking.

P2P Payment Authorization and Remittance

- A. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct P2P Payments, you authorize us to follow the P2P Payment Instructions that we receive through the P2P Service.
- B. When we receive a P2P Payment Instruction from you, you authorize us to debit your Account and remit funds on your behalf. You also authorize us to credit your Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
- C. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Recipient to whom you are attempting to send the P2P Payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Payment Recipient.

- D. You agree that your authorization provided in connection with accessing CUA's online banking is conclusive evidence that, as to each P2P Payment, you authorize and are empowered to authorize us to submit the P2P Payment on your behalf.

Fee to be Paid by P2P Payment Recipient

In the event Recipient elects to receive payment via their debit card, they will incur a fee of \$1.50 to do so. The Recipient will have the option to receive the P2P Payment without charge the day following notice of the P2P Payment using their account and routing number.

Limitations on Transfers

The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee is charged for each Transfer you send. 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 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 transfer fee will 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.

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. Your financial institution may also charge a transaction fee.

Timing of Transfers

Transfers to remove the funds from the Sender's Account will take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution. If the funds are unclaimed for a period of 7 days, or refused by the receiver, the funds will be returned to the sender's account.

Prohibited Payments

The following types of payments are prohibited through the P2P Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to persons or entities located in prohibited territories (including any territory outside of the United States).
- Payments that violate any law, statute, ordinance, or regulation.
- Payments related to: (1) tobacco products; (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery

tickets, other ventures that facilitate gambling, games of skill (whether it is legally defined as a lottery) and sweepstakes.

- Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

In no event shall we or our independent contractors or other third parties to whom we assign, or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us of any violations of this section or the Agreement.

Amendments

Credit Union may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Credit Union may also provide you with an email notification of such amendments. The Credit Union may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Limitation on Liability

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages

CREDIT UNION'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Time for Making a Claim

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE

DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnification

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

Severability

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

This site is created and controlled by Credit Union of America in the State of Kansas. As such, the laws of the State of Kansas will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

*Credit Union of America
Member Service
800.256.8049
P.O. Box 47528
Wichita, KS 67213*

Disclosure Access

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