



Move Money Services External Transfers and Loan Payments Agreement

Effective as of July 6, 2023

This Move Money Agreement ("Agreement") is a contract that governs your ability to use an online money movement service provided to you by Sun East Federal Credit Union ("Sun East") and our service providers, NCR and PayRailz ("Service Provider"). The External Transfers service allows you to transfer funds to or from your eligible Sun East accounts and other accounts held by you at other external U.S. financial institutions ("Accounts"), assuming that the transfer is permitted by the relevant financial institution and by law. The Loan Payments service allows you to make a loan payment, from an external non-Sun East account, through Sun East's Online Banking website. In this Agreement the External Transfers service and the Loan Payments service are individually and collectively referred to as the "Service." The terms "Sun East," "we," "us," and "our" refer to Sun East Federal Credit Union. The terms "you" or "your" refer to the account holder authorized by Sun East to use the Service and anyone else who uses the Service with the permission of the account holder. By using the Service, you agree to, and acknowledge that you have read and understand, the terms and conditions of this Agreement.

1) SCOPE OF AGREEMENT

This Agreement sets forth the terms and conditions on which Sun East and our Service Provider will provide, and you may use, the Service (the "Terms"). The Terms are in addition to, and do not cancel or supersede, any other account agreements (including, without limitation, our Online Banking Access Agreement), rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans or other business relationships with Sun East (collectively, the "Account Disclosures"). If this Agreement conflicts with another agreement or Account Disclosure we have with you, then this Agreement will control and take precedence, only with respect to the Service and only to the extent necessary to resolve the conflict or inconsistency. Additionally, your access to and use of the Service will be subject to all of the terms or instructions that may appear on a screen when you access the Service, and applicable state and federal laws and regulations. Your privileges may be accepted or declined by Sun East or our Service Provider based on specific criteria.

2) ACCEPTANCE OF TERMS

When you accept the "Terms & Conditions", you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. You will then enroll online for the Service. To use the Service you must be at least eighteen (18) years old and be a resident of the United States. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement from Sun East's website at <http://docs.suneast.org/disclosures/>. Your use of the Services shall also constitute your agreement to the Terms.

3) VERIFICATION OF INFORMATION

By accepting the "Terms & Conditions", you authorize us to verify your identity by obtaining a consumer report from a consumer reporting agency. We and our Service Provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information and/or based upon our review of your consumer report, along with other information we deem relevant. If we deny you access to the Service, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report. You may view, download and print a summary of your rights under FCRA, including information on how to obtain a copy of your consumer report, at any time by contacting Sun East at memberservice@suneast.org.

In addition to obtaining a consumer report, we and our Service Provider reserve the right to obtain such additional information from time to time as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, 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 of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are enrolled in the Service we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a minimal test transfer amount, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts by requiring you to enter information you ordinarily use to access the Account provider's website, or by requiring you to submit proof of ownership of the Account. Other Account verification methods may also be employed at the sole discretion of Sun East and/or our Service Provider.

4) USER CONTENT

Subject to Sun East's Privacy Policy, you agree that Sun East and our Service Provider may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of using the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Agreement.

5) ACCOUNTS

You acknowledge that in order to complete External Transfers and Loan Payments, it is necessary for us and our Service Provider to access the websites and databases of Sun East and other financial institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that: (a) you have the right to authorize and permit us to access your Accounts to effect such External Transfers and Loan Payments, Move Money or for any other purpose authorized by this Agreement; (b) by disclosing and authorizing us to use such information you are not violating any third party rights; (c) the information you are providing us with is true, current, correct and complete; (d) you are who you claim to be; and (e) you are the rightful owner of all Content and of the Accounts linked for the purposes of the Service.

You hereby authorize and permit us and our Service Provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to us and our Service Provider a limited power of attorney and appoint us and our Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution, for you, in any and all capacities, to access the Accounts and effect funds transfers as described in this Agreement. As your attorney-in-fact and agent we shall have full power and authority to perform each and every act necessary to be done in connection with effecting funds transfers, as fully as you could do in person, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts. Once Sun East and/or our Service Provider has actual knowledge that you wish to cease using the Service and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be automatically revoked; provided, however, that any act done by Sun East and/or our Service Provider in good faith before it has actual knowledge of termination by you and has 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 each Account provider is independent of Sun East and your use of the Service. We will not be responsible for any acts or omissions by any other financial institution or any other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such financial institution or provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN SUN EAST AND OUR SERVICE PROVIDER IS EFFECTING EXTERNAL TRANSFERS OR LOAN PAYMENTS FROM OR TO ANY OF YOUR OR A RECIPIENT'S ACCOUNTS, SUN EAST AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT SUN EAST AND ITS SERVICE PROVIDER SHALL BE ENTITLED TO RELY

ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU. YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF: (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL TRANSFERS OR LOAN PAYMENTS INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY EXTERNAL TRANSFERS OR LOAN PAYMENTS LIMITATION SET BY SUN EAST OR OTHER FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

You acknowledge that not all types of accounts are eligible for the Service. It is your responsibility to check with Sun East and your other financial institutions regarding which accounts are eligible and regarding restrictions on transfers among your retirement accounts (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses that you may incur from transfers that are not permitted under such restrictions by the provider of your Account or restrictions imposed by applicable law.

6) BUSINESS DAYS

The Service will process requests for transfers on business days. As used in this Agreement the term "Business Days" means Monday through Friday, but excludes Federal holidays, bank holidays, and days on which Sun East is closed.

7) ELECTRONIC COMMUNICATIONS

A. General Consent; Categories of Records.

The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although Sun East reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You acknowledge that you should print a paper copy of any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

B. How to Withdraw Consent.

If you have registered for the Service and you wish to withdraw your consent to have Communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).

C. How to Update Your Records.

You agree to promptly update your registration records if your e-mail address or other information changes. You may update such records through Sun East's Online Banking profile page.

D. Delivery of Electronic Communications.

Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the e-mail address you provide. Any electronic Communication sent by e-mail will be deemed to

have been received by you when Sun East or our Service Provider sends it to you, whether or not you received the e-mail. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Sun East or Service Provider's e-mail server to the appropriate e-mail address. If the Communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) Business Days after Sun East or our Service Provider posts the Communication on the web pages of the Service, whether or not you retrieve the Communication. You are responsible for notifying Sun East and the Service Provider(s) with any changes to your email address or contact information. An electronic Communication made by posting to the web pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

E. Electronic Signature.

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing.

F. Computer Requirements.

The Service requires you to have certain computer capabilities, which we may change from time to time without prior notice to you. Refer to our Electronic Banking Services Agreement <https://www.suneast.org/wp-content/uploads/2019/06/Electronic-Banking-Services-Agreement-and-Disclosures.pdf>. You are solely responsible for obtaining, installing, maintaining and operating your computer and your internet access. We will not be responsible for errors, deletions, failures, or damages of any kind that occur because of malfunctions of your computer, software or internet service. We will not be responsible for any virus that affects your computer or software while using our Service.

In order to access and retain Communication, you must have:

- An Internet browser that supports 128-bit encryption, such as Google Chrome or Internet Explorer 11.0.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- A printer that is capable of printing from your browser and e-mail software

8) PRIVACY POLICY AND CONFIDENTIALITY

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your Accounts, and your transactions ("User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can review our Privacy Policy by going to http://docs.suneast.org/online_policies/ or clicking on the Privacy/Security link on our website.

9) PASSWORD

To enable you, and only you, to use the Service in Online Banking, you will be asked to choose a password when you register and are accepted as a customer. This password is stored in encrypted form by us. You are responsible for maintaining the confidentiality of your user ID and password. No one at Sun East has access to your passwords or user IDs. You are responsible for any and all uses of the Service with your password whether or not you actually or expressly authorized such uses. Therefore, you agree that **YOU SHALL NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON**. No one at Sun East or our Service Provider will know or need to know your password, and Sun East employees will never ask for your password.

10) IN THE EVENT OF UNAUTHORIZED TRANSFER

If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact us immediately by e-mailing us at OnlineServices@suneast.org or by calling 877-5-SUNEAST (877-578-6327).

11) CONSUMER LIABILITY

You agree to notify us immediately if you believe your password has been lost or stolen. Calling us promptly is the best way to protect yourself from possible losses. You may notify us by e-mailing us at OnlineServices@suneast.org, or writing to Sun East Federal Credit Union, P.O. Box 2231, Aston, PA 19014 or calling 877-5-SUNEAST (877-578-6327). If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). However, if you tell us within two (2) Business Days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the "history" tab of the Service website. If your statement shows transfers that you did not make, notify us AT ONCE. If you do not tell us within 60 days after the transfer was posted to your statement, 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 may extend the time periods.

12) TRANSFER TYPES AND LIMITATIONS

A. Types of Transfers

External Transfers. You may use the External Transfers service to transfer funds between any two of your Accounts about which you have provided us the necessary information. You may schedule transfers to occur one time, for a future date, or on a specified recurring basis.

Loan Payments Service. The Loan Payments Service allows you to make a loan payment, from an external non-Sun East account, through Sun East's Online Banking website.

Additional services. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion, and additional terms and conditions may apply.

B. Frequency of Transfers

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

C. Dollar Amount of Transfers

You may not make funds transfers in excess of limits described on the Service web page. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. You must have sufficient funds to effect any funds transfers from your Accounts. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of the Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

D. Taxes

We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

E. Transfers Subject to the Rules of the Accounts

All External Transfers and Loan Payments are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account(s) that are not allowed under the rules or regulations applicable to such Account(s) including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of the Bank Secrecy Act and/or OFAC regulations. We may at any time decline to effect any funds transfer that we believe may violate applicable law or the rules and regulations governing the relevant Accounts.

F. Rejection of Transfers

We reserve the right to refuse to: (1) effect any External Transfers and Loan Payments; (2) submit funds transfer instructions or orders; or (3) to carry out change or cancellation requests. Without limiting the foregoing, we may at any time refuse to effect any transfers that we believe may violate applicable law, or where there are not sufficient funds in your Account to effect any requested transfer.

G. Your Authorizations

You authorize us to select any means to execute your External Transfers and Loan Payments instructions. You understand that to effect your funds transfer instructions we utilize the Automated Clearing House (ACH). In accordance with applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts or an account of a Recipient. Once your Account has been debited, we credit our Service Provider's transfer account at the Service Provider's clearing bank. After our Service Provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our Service Provider will credit your destination Account. The sole purpose for our Service Provider's transfer account is to complete your funds transfer requests and to perform services within the scope of this Agreement. The Service Provider earns no interest on the funds in the transfer account. If the debit side fails or the debited funds are returned for any reason and the credit side has been released and cannot be collected, you authorize our Service Provider to collect the amount of the debit from the Account to which the funds transfer was credited. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original External Transfers and Loan Payments or a portion of the debit. You are responsible for any and all fees associated with such collection that may be imposed by the financial institution holding the Account. You understand and agree that we may from time to time impose additional fees or charges in connection with your External Transfers and Loan Payments transactions. We will notify you of such fees or charges in advance of the transaction.

If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated in our notification. In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We will not notify you in such event, other than by posting any such transfer or transfers to the applicable Account(s) in accordance with this Agreement (see "Documentation" below).

13) SUSPENSION AND REINSTATEMENT OF THE SERVICE

In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in attempting to debit any of your Accounts or to collect with respect to any of your External Transfers and Loan Payments as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect us from loss. In the event of such suspension, you may request reinstatement of your service by emailing us at memberservice@suneast.org, or by writing to Sun East Federal Credit Union, P.O. Box 2231, Aston, PA 19014, or by calling us at 610-485-2960 or 877-5-SUNEAST (877-578-6327). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Sun East in its sole discretion may thereafter restore your ability to effect

transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers" above).

14) DOCUMENTATION

You may access a statement of all funds transfers effected or pending at any time by clicking on the History tab located within the External Transfers service web page. If a transfer cannot be completed, Sun East and/or our Service Provider, upon learning that the External Transfers has failed, will make a reasonable effort to complete the transfer again. If the External Transfers fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account for further information about the failure.

15) YOUR RESPONSIBILITY FOR ERRORS

You understand that we must rely on the information provided by you, and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you to submit External Transfers and Loan Payments instructions on your behalf. You understand that financial institutions receiving the External Transfers and Loan Payments instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without obtaining further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Sun East reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

16) ERROR REPORTING AND CLAIMS

In case of errors or questions about your External Transfers and Loan Payments, contact us as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. Contact us by emailing us at memberservice@suneast.org, or by writing to Sun East Federal Credit Union, PO Box 2231, Aston, PA 19014, or by calling us at 610-485-2960 or 877-5-SUNEAST (877-578-6327). You can see a complete statement of all your Funds Transfers and Loan Payments effected or pending at any time by clicking on the History tab for the Service on Sun East's Online Banking website. We must hear from you within 60 days after we FIRST posted the transfer to your statement.

(1) Tell us your name, and the account number of the account to which the error relates. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information. (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether we committed an error within 10 Business Days (20 Business Days for new member accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new member accounts) to investigate your complaint or question. If we decide to do this, we will credit/debit the applicable accounts within 10 Business Days (20 Business Days for new member accounts) for the amount you believe is in error, so that you or your intended Recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 Business Days, we may not credit/debit the applicable accounts. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of the financial institution that holds the account or the account of your Recipient. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the Recipient. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

17) PROPRIETARY RIGHTS

You acknowledge and agree that Sun East and/or our Service Provider own(s) all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or any of Sun East's and/or our Service Provider's services or technology.

18) NO UNLAWFUL OR PROHIBITED USE

As a condition of using the Service, you represent and warrant to us that: (a) you will not use the Service for any purpose that is unlawful or is not permitted including payments that violate any law, statute, ordinance, expressly or implicitly, by the terms of this Agreement, or by your Account Disclosures, or by any applicable law or regulation; (b) you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service; and (c) you will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

19) SERVICE CHANGES AND DISCONTINUATION

We may modify or discontinue the Service or your Account(s) with us, with or without notice, without liability to you, any other user or any third party, to the extent permitted by our Account Disclosures, this Agreement, and applicable law. We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Sun East and/or our Service Provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Service. We reserve the right to charge a fee(s) for the use of the Service and any additional services or features that we may introduce (See "Service Fees" below). You understand and agree that you are responsible for paying all fees associated with the use of the Service. You may terminate your Account with Sun East at any time by contacting us at 877-5-SUNEAST (877-578-6327). Once your Account with Sun East has terminated for any reason, you will have no further right or access to use the Service for that Account. Sun East will not access your Accounts thereafter for any reason.

20) SERVICE FEES

There are fees associated with the use of External Transfers and Loan Payments. See Schedule of Fees and Charges or go to <https://www.suneast.org/wp-content/uploads/2019/06/Schedule-of-Fees-and-Charges.pdf>. Other financial institutions may impose their own fees and charges for transfers that you make through the Service, and you are responsible for any and all of such fees and charges. You also understand and agree that you are responsible for any telephone, including mobile telephone, and Internet service provider charges and any and all other fees and charges that you may incur by accessing and using the Service.

21) LINKS TO THIRD PARTY SITES

Sun East's website may contain links to other third party websites ("Linked Sites"). Such links are provided solely as a convenience to you. Sun East and the Service Provider do not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Sun East, its affiliates and partners and the Service Provider are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and make no representations or warranties regarding the Linked Sites or your use of them.

22) SECURITY PROCEDURES

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of External Transfers and Loan Payments instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions in accordance with the security procedures established under the rules governing such Account.

23) DEVIATING FROM SECURITY PROCEDURES

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your Accounts based solely on such instructions.

24) ACCOUNT NUMBER POLICY

You agree that if External Transfers and Loan Payments instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if the number does not correspond to the name. You acknowledge that such financial institutions may not investigate discrepancies between names and account numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers.

25) JOINT ACCOUNT HOLDER

By using the Service, you confirm that if any of your Accounts is a joint or other multiple party Account, your joint or other account holder of the Account has consented for you to use the Account for the Service.

26) MEANS OF TRANSFER

You authorize us to select any means we deem suitable to provide your External Transfers and Loan Payments instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations.

You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, including without limitation automated clearing house (ACH) rules as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the standard period of three (3) Business Days.

27) OUR LIABILITY

If we do not provide External Transfers and Loan Payments instructions on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account or Recipient's account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended Recipient's account. Sun East is not responsible or liable if your or the Recipient's financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Sun East shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of Sun East under this Agreement.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line. You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making External Transfers or Loan Payments or if our website was not working properly and you knew about the malfunction when you started the External Transfers and Loan Payments.

28) LIMITATION OF WARRANTY AND LIABILITY

YOU UNDERSTAND AND AGREE THAT OUR SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED

IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ONLINE MOVE MONEY SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE MOVE MONEY SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON OUR WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ONLINE MOVE MONEY SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ONLINE MOVE MONEY SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

29) ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION

You understand and agree to indemnify and hold Sun East, its affiliates, officers, employees and agents, harmless against any and all claims, actions, suits, proceedings, demands, including claims of another financial institution, business entity or governmental authority, damages, losses, liabilities, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Agreement and Disclosure. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

You understand and agree to indemnify our technology partners, including but not limited to NCR and PayRailz, and hold harmless NCR, its affiliates, officers, employees and agents, as well as PayRailz, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Sun East or your use of the Services, NCR or PayRailz, unless such claim directly results from an action or omission made by NCR or PayRailz in bad faith. You understand and agree that this paragraph shall survive the termination or expiration of this Agreement.

30) DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

31) LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

32) GENERAL PROVISIONS

A. Service Provider Disclaimer

You understand and agree that our Service Provider is not a bank, a broker-dealer firm, or any other kind of financial institution.

B. Representations and Warranties

In addition to your other representations and warranties in this Agreement, you represent and warrant that: (a) you are who you claim to be; (b) you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and (c) you are rightfully authorizing us to access the Accounts.

C. Termination

If at any time you wish to discontinue your use of the Service, you can cancel the Service by emailing us at memberservice@suneast.org, or by writing to Sun East Federal Credit Union, P.O. Box 2231, Aston, PA 19014, or by calling us at 610-485-2960 or 877-5-SUNEAST (877-578-6327). Once your Account with us has terminated for any reason, you will have no further right or access to use the Service for that Account. We may terminate your access to and use of the Service at any time for any reason without notice to you, to the extent permitted by law. You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these Terms.

D. No Waiver

Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. Sun East will not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Sun East. No delay, extension of time, compromise, or other indulgence that may occur or be granted from time to time by Sun East under this Agreement will impair our rights or powers under this Agreement.

E. Amendment

We reserve the right to change the fees, charges or other Terms from time to time without notice, except as may be required by law. However, we will email or deliver a written notice to you at least twenty-one (21) days in advance of the effective date of any additional or increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers, or stricter limits on the type, amount or frequency of transactions. In addition, if an immediate change is necessary to maintain the security of the system and it can be disclosed without jeopardizing the security of the system, we will provide you with written notice within thirty (30) days after such change. In most cases you will receive the notice online through the Service; however, Sun East reserves the right to notify you by e-mail or by U.S. Postal Service mail, in its discretion.

You may decline a change by notifying us at 877-5-SUNEAST (877-578-6327) prior to the change's effective date to discontinue the Service. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service.

However, if you fail to terminate your Service and you use it on or after the effective date of the change, you will be deemed to have accepted and agreed to the changes, and they and the Agreement, as amended, will become legally binding upon you.

F. Entire Agreement

The most current version of this Agreement as it appears on our website OnlineServices@suneast.org, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service.

G. Notices

All notices to you shall be in writing and shall be made either via e-mail, U.S. Postal Service mail or messages delivered through the Service, at our discretion. Any written notice that we give to you will be effective when it is deposited in the U. S. mail or delivered to you to the e-mail address in our records or posted for you online through the Service. If your Account is a joint or multiple party Account, notice from us to any one of you is notice to all of you. Unless otherwise provided in this Agreement, any notice from you must be in writing. Any written notice that you give us will be effective when it is actually received by us, provided we have reasonable opportunity to act on it. See the section of this Agreement above entitled "Delivery of Electronic Communications" for further provisions regarding electronic notices.

H. Assignment

This Agreement is personal to you and you may not assign any of your rights, duties and obligations under this Agreement to any other party. Sun East may assign this Agreement to any future, directly or indirectly, affiliated company. Sun East may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

I. Disputes

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association.

J. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the Commonwealth of Pennsylvania and any local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of Delaware County. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws, provisions or your actual state or country of residence.

K. Enforcement

You are liable to us for any loss, cost or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs and expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we will be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgement collection actions.

L. Severability

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired, and the remainder of the Terms will continue in full force and effect.

M. Effective Date

This Agreement shall take effect immediately upon the acceptance of the Terms & Conditions as noted in Section 2.

N. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.