



**Pay-a-Person P2P and A2A  
Payment Services Terms,  
Conditions and Disclosures**

Effective as of December 14, 2023

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This Payments Services Agreement (the “Agreement”) is between You and Sun East Federal Credit Union (“Sun East,” “We,” “Our”).

This Agreement enables You to make payments, P2P Payments, from Your checking and savings accounts (“Eligible Transaction Account”) to other persons, known as Recipients in their account at any U.S. financial institution. You can also make transfers between Your accounts at U.S. financial institutions, known as “A2A transfers”. Throughout this agreement, the Services provided may be described as P2P Payments, A2A Transfers, or collectively as the “Services.”

### **I. Acceptance and eSign Disclosure**

By downloading this Agreement, you understand and agree that you have consented to agree to the terms of this Agreement using an electronic signature and you affirm your receipt of our eSign Disclosure (the Disclosures) which allows us to provide you with account-related communications electronically. The Disclosures can be found at <https://www.suneast.org/wp-content/uploads/2023/06/SEFCU-Online-Account-Opening-Agreement-and-Disclosures-New.pdf>. We will deliver communications by posting the communication to the Site, sending it to your email address or by other electronic means. You are responsible for providing us with a valid email address to accept delivery of electronic communications and you must notify us of any changes or updates to your email address. You agree that once we email or post the communications within the Site, we have delivered the Communications to you in a form that you can keep. You have the option to view, save or print PDF versions of this Agreement and other account documents from the Site on your desktop, tablet or mobile device.

## II. General Terms and Conditions

1. **Text and Email Alerts:** You may request automated alert messages to be sent by text or email. We offer alert messages to notify You of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which You will receive alert messages depends on the number and types of alerts You request and on whether You enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address You have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by You or any third party in reliance on an alert.
  - a. General Provisions for All Text Alerts: By requesting text services, You agree that We may send text messages to the mobile phone number You specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If You have questions about Alerts, call Your Financial Institution's Customer Service.
2. **Eligibility.** The Services are offered only to individuals who are members and can form legally binding contracts under applicable law. The Services are not offered to minors. By accepting and using the Services You represent You meet the Eligibility requirements.
3. **Service Providers.** The Services are offered through one or more Service Providers that We have engaged to provide the Services to You. We are the sole party responsible to You for fulfilling the Services. You understand and agree that We may delegate all the rights and performance obligations under this Agreement to the Services Providers and they are third-party beneficiaries entitled to all the rights and protections that this Agreement provides to Us.
4. **Consent to Share Personal Information.** You agree and consent to Our disclosure of Your personal information, including Your account information, with Service Providers, other financial institutions, and other third parties as necessary to complete payment transactions consistent with this Agreement, Our processes and procedures, and: (a) as necessary to resolve a problem related to a transfer or payment between You and a Recipient; (b) to comply with inquiries in connection with fraud prevention or any investigation; (c) for fraud and identity verification purposes; (d) for Our general business purposes, including, without limitation, data analysis or audits; or (e) as otherwise permitted by Our privacy policy.
5. **Security Procedure.**
  - a. Under this Agreement, a Security Procedure means establishing a password or code to protect Your personal and account information, as well as any security requirements for Online Services generally. The Security Procedure also includes You taking reasonable

steps to ensure the security and integrity of any computer, laptop, smart device, or mobile phone (all "Access Devices") that You might use in connection with the Services.

- b. You understand and agree that You are responsible to establish and maintain a Security Procedure to safeguard against unauthorized access to Your account, the transmission of P2P Payments or A2A Transfers, or Your Access Devices. You promise that no individual will be allowed to initiate P2P Payments or A2A Transfers on Your behalf. You agree to take all reasonable steps to maintain the confidentiality of the Security Procedure including all passwords, codes, Access Devices, and instructions related to Your account, and the Site. If You believe or suspect that the Security Procedure or any account information, instructions, or Your Access Devices have been accessed by or used by persons You did not authorize, You agree to notify Us immediately. Contact Us at 610-485-2960 or 877-5-SUNEAST (877-578-6327) or write to: Sun East Federal Credit Union, c/o Member Operations, PO Box 2231, Aston, PA 19014.

**6. Use of Services. THE SERVICES ARE INTENDED TO BE CONSUMER TRANSACTIONS TO SEND MONEY TO FRIENDS, FAMILY, PERSONS WHOM YOU TRUST OR TO TRANSFER MONEY BETWEEN YOUR ACCOUNTS. DO NOT USE P2P PAYMENTS OR A2A TRANSFERS TO SEND MONEY TO PEOPLE WHOM YOU DO NOT KNOW OR WHOM YOU DO NOT TRUST.**

**7. Prohibited Payments.** The following types of payments may not be conducted through the Services, and We have the right, but not the obligation, to monitor for, block, cancel, or reverse such payments:

- a. Payments to persons or entities located in prohibited territories which are any territory outside of the United States.
- b. Payments that violate any federal or state law, statute, ordinance, or regulation.
- c. 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 by 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 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, sell to, or solicit others; (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.
- d. 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 dog racing, lottery tickets, or other ventures that facilitate gambling, games of skill (whether or not legally defined as a lottery), and sweepstakes.

- e. 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.
  - f. Tax payments and court-ordered payments including but not limited to Alimony and Child Support.
  - g. In addition to the above-referenced prohibited payments, We may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless We have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. 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.**
8. **Stopping Payment.** You understand and agree that it might not be possible to stop payment of a P2P Payment or A2A Transfer. Stop payment is addressed in Parts III and IV of this Agreement.

### III. P2P Payment Services

1. **Service Description.** P2P Payments enable You to make payment instructions from one of Your checking accounts ("Eligible Transaction Accounts") with Us to a Recipient's account at any U.S. financial institution. P2P Payments are only offered through Our mobile banking website or Online Services (the "Site"). **YOU UNDERSTAND AND AGREE THAT P2P PAYMENTS ARE NOT DEBIT CARD TRANSACTIONS AND ARE NOT GOVERNED BY OUR DEBIT CARD AGREEMENT. ALL APPLICABLE ELECTRONIC FUNDS TRANSFER DISCLOSURES ARE PROVIDED IN THIS AGREEMENT.**

P2P Payments will primarily be conducted through an automated clearing house or ACH network and their transmission will be governed by applicable ACH network or NACHA Rules.

2. **Initiating P2P Payment Instructions.** All P2P Payment Instructions must be initiated through the Site and are subject solely to the terms of this Agreement and applicable laws and regulations in effect from time to time.

### 3. **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 payments, You authorize Us to follow the P2P Payment Instructions that We receive through the Service.
- b. When We receive a P2P Payment Instruction from You, You authorize Us to debit Your Eligible Transaction Account and remit funds on Your behalf. You also authorize Us to credit Your Eligible Transaction Account for the receipt of payments returned to Us because the processing of Your P2P Payment Instruction could not be completed.
- c. We will use reasonable efforts to complete all of Your P2P Payment Instructions. We shall incur no liability if We are unable to complete any transaction because of any one or more of the following:
  - i. If the Eligible Transaction Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed Your account limit.
  - ii. If the Service is not working properly and You know or have been notified by Us that the Services are not working properly before You execute a P2P Payment Instruction.
  - iii. The payment is refused or returned by Recipient or Recipient's Financial Institution.
  - iv. You have not provided Us with correct information, including but not limited to the correct P2P Payment Instructions, Eligible Transaction Account information, or the correct name, mobile number, or email address of the Recipient; and
  - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with another financial institution, or interference from an outside force) that prevent the proper execution of the P2P Payment Instruction.

4. **Accuracy of Payment Authorization.** You, any Sender, and the Recipient are responsible for ensuring the accuracy of any information entered 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 Instruction).

5. **Inconsistency of Name and Account Number.** You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, the P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.

6. **Authorization Conclusive and Binding.** You agree that payment instructions or authorizations provided on the Site are conclusive evidence that You authorized Us to perform and transmit each P2P Payment on Your behalf.

## 7. **Compliance with Security Procedures.**

- a. Any request for a P2P Payment, cancellation, or amendment of a P2P Payment received by Us that follows the Security Procedure will be deemed to be effective and authorized by You. We will initiate the P2P Payment on Your behalf and, except as limited by applicable law, You will be obligated to pay Us the amount of the P2P Payment even if the P2P Payment was not requested or authorized by You, provided We accepted the P2P Payment instruction in good faith and acted upon it.
- b. When We process a P2P Payment for You and the password, code, or other security device or procedure entered in connection with the online session for that P2P Payment matches Your password for Your Account on the Site, We shall be deemed to be in compliance with the Security Procedure.

## 8. **Your Representations and Warranties; Indemnity.** With respect to each and every P2P Payment initiated by You, You represent and warrant to Us:

- a. You have full authority to initiate a P2P Payment and authorize Us to conduct each P2P Payment requested by You;
- b. Your authorization is operative at all times, including, without limitation: (1) at the time You establish the pre-authorization on the Site; (2) at the time You initiate a P2P payment; and (3) at the time We transmit or debit funds.
- c. Your P2P Payments are not Prohibited Payments as defined in Section II.7.
- d. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions administered by the Office of Foreign Asset Control (“OFAC”); and
- e. You shall comply with and perform all of Your obligations described in any other applicable agreement. You shall indemnify and hold Us harmless against any loss, liability, or expenses (including reasonable attorneys’ fees and court costs) resulting from or arising out of any breach of Your representations or warranties.

## **IV. A2A Transfer Services**

A2A Transfers enable You to authorize Us to initiate credit and debit entries (each an “Entry”) by means of the ACH Network and NACHA Rules from Your Eligible Transaction Account. Each Entry shall be pre-authorized and documented by a request initiated electronically as described herein and will be received by a financial institution with which You have a deposit relationship (an “External Account”).

1. **Requests for Entries.** You shall transmit requests for transfers, either credit or debit Entries to Us via the forms and formats accessible on the Sites. Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement and follow the procedures set forth on the Website to verify that You are authorized to transact

business on the relevant External Account.

2. **Processing, Transmission, Settlement.** Except as provided Section IV.3 Rejection of Entries, We will (a) process requests for Entries received from You that comply with this Agreement and the Rules, (b) create Entries on Your behalf, and serve as their Originator, as such is defined in the Rules, (c) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (d) settle for such Entries as provided in the Rules.
3. **Rejection of Entries.** We may reject any request for an Entry that does not comply with the requirements of Section IV.2, Processing, Transmission, Settlement, II.5 or IV.10, which deals with Security Procedures. We may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with the account balance obligations under Section IV.8, Maintaining Your Account, or the security requirements and procedures on the Sites or in this Agreement. We shall notify You by e-mail to Your e-mail account associated with Your access to the Sites, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Us to the ACH or, its Effective Entry Date. We shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry, or the fact that such notice is not given at an earlier time than that provided for herein. We may impose restrictions or terminate Your ability to participate in the Services for excessive returns or any other practice We deem constitutes undue risk.
4. **Cancellation or Amendment.** You shall have no right to cancel or amend any request for an Entry after it is received by Us. The Sites will prompt You to verify the accuracy of each request prior to its transmission. However, if such a request is pending, you will be able to amend a transaction scheduled by You. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.
5. **Authorization Conclusive and Binding.** You agree that payment instructions or authorizations provided on the Site are conclusive evidence that You authorized Us to perform and transmit each Entry on Your behalf.
6. **Notice of Returned Entries.** We will notify You by e-mail to Your e-mail account associated with the Sites, by telephone, and/or in writing of the receipt of a returned Entry from the ACH within a reasonable time after We receive such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section IV.2, We have no obligation to retransmit a returned Entry to the ACH Network if We complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Financial Institution for any and all expenses, losses, or damages Financial Institution relating to or in connection with any returned Entry.
7. **Payment for Entries.** You are responsible for ensuring the amount of each Entry transmitted to the ACH Network for debit transactions with an External Account is available in the Eligible Transaction Account at such time on the Settlement Date with respect to such Entry.
8. **Maintaining Your Account.** You agree to maintain the balance of available funds in the Eligible Transaction Account sufficient to cover Your payment obligations under this

Agreement. In the event there are not sufficient available funds in the Eligible Transaction Account to cover Your obligations under this Agreement, You agree that We may, without prior notice or demand, debit any account maintained by You with Us or We may exercise Our statutory lien against any amounts in other accounts maintained by You with Us, in order to obtain payment of Your obligations under this Agreement.

9. **Account Reconciliation.** Entries transmitted by Us or credited to a Receiver's account maintained with Financial Institution will be reflected on Your periodic statement for Your account. You agree to notify Us promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Us of any discrepancy within sixty (60) days of Our first mailing (or in the case of e-Delivery, made available by Us) of a periodic statement containing such information, You agree that We shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Us, except as limited by applicable law.

#### 10. Compliance with Security Procedure

- a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Us purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Us, and We will initiate the Entry on Your behalf and, except as limited by applicable law. You shall be obligated to pay Us the amount of such Entry even though the Entry (or request) was not authorized by You, provided We accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. We shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the online session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Site.
- b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Us was transmitted or authorized by You, You shall pay Us the amount of the Entry, whether or not We complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if We had complied with such procedure.

11. **Representations and Warranties; Indemnity.** With respect to each and every request for an Entry initiated by You, You represent and warrant and agree that (a) You are authorized to initiate such request for an Entry and hereby authorize Us to initiate each Entry requested by You to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided; (b) such authorization is operative at all relevant times, including without limitation (i) at the time You establish the pre-authorization on the Site, (ii) at the time You request an Entry, and (ii) at the time of transmittal or debiting by Us as provided herein, (c) requests for Entries transmitted to Us by You are limited to those types of Credit Entries set forth in Section IV.2, Processing, Transmission, Settlement; (d) You maintain and continue to be authorized to transact business on each External Account for which You have established any pre-authorization; (e) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (f) You shall be bound by and comply with any rules



as in effect from time to time, including, without limitation, the provision making payment of an Entry by a receiving depository financial institution of final settlement for such Entry, and (g) You shall comply with and perform all of Your obligations described in any other applicable Agreement. You shall indemnify Financial Institution against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

## **V. Electronic Funds Transfer**

1. **Payment Services.** You understand the Services are electronic funds transfers using the Site and associated with Your Eligible Transaction Account. You also understand that when You send a P2P Payment or A2A Transfer, You will generally have no ability to stop it. Pre-authorized electronic funds transfers may be stopped by notifying Us orally or in writing at least three business days before the scheduled date of the transfer. To stop a pre-authorized A2A Transfer call Us at 610-485-2960 or 877-5-SUNEAST (877-578-6327) or write to: Sun East Federal Credit Union, c/o Member Operations, PO Box 2231, Aston, PA 19014.

2. **Liability for Unauthorized Transfers.**

Tell Us at once if You believe: (a) Your Eligible Transaction Account has been accessed without Your authorization; (b) Your password or the Security Procedure has been lost, stolen, compromised, used, or can be used without Your authorization; (c) someone has transferred or can transfer money from Your Eligible Transaction Account without Your permission; or Your account statement shows transfers out of Your Eligible Transaction Account that You did not make or authorize.

The best way to minimize Your possible losses is to take steps to secure any compromise by freezing Your Eligible Transaction Account, changing the Security Procedure, and contacting Us as soon as possible using the contact information in Section V.1.

If You do not notify Us, You could lose all the money in Your Eligible Transaction Account. TRANSACTIONS USING THE SECURITY PROCEDURE ARE PRESUMED TO BE AUTHORIZED.

3. **Error Resolution.** If You think Your account statement or transaction history has errors, or if You need more information about a transaction listed on Your statement, contact Us as soon as possible using the contact information found in Section V.1. You MUST notify Us of suspected errors no later than sixty (60) days after We FIRST make available Your account statement on which the suspected error appeared. You will need to identify Yourself and Your account, describe the error or the transaction You are questioning, clearly explain why You believe an error occurred or why You need more information, and tell Us the dollar amount of the suspected error.

If You tell Us orally, We may require that You send Your complaint in writing within ten (10) Business Days after Your oral notification. Except as described below, We will determine whether an error occurred within ten (10) Business Days after You notify Us of the error. We will tell You the results of our investigation within three (3) Business Days after We complete our investigation of the error and will correct any error promptly. However, if We require

more time to confirm the nature of Your complaint or question, We reserve the right to take up to forty-five (45) days to complete our investigation. If We decide to do this, We will provisionally credit Your Eligible Transaction Account within ten (10) Business Days for the amount You think is in error. If We ask You to submit Your complaint or question in writing and We do not receive it within ten (10) Business Days, We may not provisionally credit Your Eligible Transaction Account. If it is determined there was no error We will mail You a written explanation within three (3) Business Days after the completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to You if We find an error did not occur.

4. **Payment Cancellation Unaccepted Payments.** Payments pursuant to the Services can only be canceled in the limited circumstances described in in this Agreement. Your ability to stop payment in connection with other payment services is strictly governed by the terms and conditions for those payment services. Otherwise, You understand and agree:
  - a. Our ability to cancel a payment associated with a claim of an unauthorized payment will depend on whether payment to the Eligible Transaction Account, External Account, or Recipient has begun processing.
  - b. Payments not claimed by a Recipient or financial institution holding an External Account will automatically be canceled within a reasonable time. We will make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to Your Eligible Transaction Account or use other reasonable efforts to return such payment to You as permitted by law.
5. **Business Days.** Our Business days are Monday through Friday. Federal holidays are not included.
6. **Transaction Limits.** The following transaction limits apply to P2P Payments and A2A Transfers:

<b>P2P Limits – Online Banking Enrolled Less than 6 Months</b>	
Minimum P2P Transaction Limit	\$0.01
Maximum P2P Transaction Limit	\$150.00
Daily P2P Limit Amount	\$150.00
Weekly P2P Limit Amount	\$500.00
Monthly P2P Limit Amount	\$1,000.00
<b>P2P Limits – Online Banking Enrolled More than 6 Months</b>	
Minimum P2P Transaction Limit	\$0.01
Maximum P2P Transaction Limit	\$500.00
Daily P2P Limit Amount	\$500.00
Weekly P2P Limit Amount	\$1,500.00
Monthly P2P Limit Amount	\$2,500.00
<b>A2A Inbound Limits – Online Banking Enrolled Less than 6 Months</b>	
Minimum A2A Transaction Limit	\$0.01
Maximum A2A Transaction Limit	\$250.00
Daily A2A Limit Amount	\$250.00
Weekly A2A Limit Amount	\$500.00
Monthly A2A Limit Amount	\$2,000.00
<b>A2A Inbound Limits – Online Banking Enrolled More than 6 Months</b>	
Minimum A2A Transaction Limit	\$0.01
Maximum A2A Transaction Limit	\$500.00
Daily A2A Limit Amount	\$500.00
Weekly A2A Limit Amount	\$750.00
Monthly A2A Limit Amount	\$3,000.00

<b>A2A Outbound Limits – Online Banking Enrolled Less than 6 Months</b>	
Minimum A2A Transaction Limit	\$0.01
Maximum A2A Transaction Limit	\$250.00
Daily A2A Limit Amount	\$250.00
Weekly A2A Limit Amount	\$500.00
Monthly A2A Limit Amount	\$2,000.00
<b>A2A Outbound Limits – Online Banking Enrolled More than 6 Months</b>	
Minimum A2A Transaction Limit	\$0.01
Maximum A2A Transaction Limit	\$500.00
Daily A2A Limit Amount	\$500.00
Weekly A2A Limit Amount	\$750.00
Monthly A2A Limit Amount	\$3,000.00

7. **Fees and Costs.** Fees may apply.
8. **Documentation.** Your right to receive periodic statements is governed by Our Depository Agreement and Disclosures. Notices in connection with pre-authorized transfers, to the extent applicable, will be provided consistent with Section IV.6 of this Agreement.

## **VI. Limitation of Liability; Indemnity; Warranty Disclaimer**

### **1. Limitation of Liability.**

Except for Our obligations under applicable laws or regulations, neither We nor Our Service Providers have liability to You for any P2P Payments or A2A Transfers, including, without limitation, (a) any failure, through no fault of Us or our Service Providers to complete a transaction in the correct amount, or (b) any related losses or damages. Neither We nor our Service Providers are liable for any errors that You may make when using the Services to send payment instructions.

THE SERVICES ARE INTENDED TO BE CONSUMER TRANSACTIONS TO SEND MONEY TO FRIENDS, FAMILY, AND PERSONS WHOM YOU TRUST OR TO TRANSFER MONEY BETWEEN YOUR ACCOUNTS. DO NOT USE P2P PAYMENTS OR A2A TRANSFERS TO SEND MONEY TO PEOPLE WHOM YOU DO NOT KNOW OR WHOM YOU DO NOT TRUST. YOU AGREE THAT YOU, NOT US, NOR OUR SERVICE PROVIDERS, ARE PRIMARILY RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER PERSON TO WHOM YOU SEND MONEY OR RECEIVE OR REQUEST MONEY FROM USING THE SERVICES. NEITHER WE NOR OUR SERVICE PROVIDERS GUARANTEE PROTECTION FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICES (FOR EXAMPLE, IF YOU DO NOT RECEIVE GOODS OR SERVICES THAT YOU PAID FOR OR THE GOODS OR SERVICES YOU RECEIVED ARE DAMAGED). EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, OUR SERVICE PROVIDERS, OUR DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF (a) ANY TRANSACTION CONDUCTED THROUGH THE SERVICES; (b) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES CONNECTED TO THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (d) ANY OTHER MATTER RELATING TO THE SERVICES EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting any P2P Payment or Entry if such transmittal would result in Us exceeding any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

2. **Indemnity.** You acknowledge and agree that You are personally responsible for Your conduct while using the Services, and except as otherwise provided in this Agreement, You agree to indemnify and hold harmless Us and our Services Providers from and against all claims, losses, expenses, damages, and costs (including but not limited to direct, indirect, consequential, exemplary, and indirect damages), and reasonable attorneys' fees resulting from or arising out of Your use, misuse, errors or inability to use the Services, or any violation by You or use inconsistent with the terms of this Agreement.

3. **Warranty Disclaimer.**

EXCEPT AS PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. WE DO NOT WARRANT THAT PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS PROHIBITED, OUR LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW. UNLESS SPECIFICALLY PROHIBITED BY APPLICABLE LAW, OUR LIABILITY WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

## VII. Miscellaneous

1. **Amendments.** We may amend the terms of this Agreement, including any cut-off times or Our Business Days. Amendments become effective on the date We provide notice to You or at such later date described in any notice.

2. **Cooperation, Loss Recovery.** In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, You and We will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

3. **Termination.** You may cancel this Agreement at any time by notifying Us at 610-485-2960 or 877-5-SUNEAST (877-578-6327) or in writing to: Sun East Federal Credit Union, c/o Member Operations, PO Box 2231, Aston, PA 19014. Any P2P Payments or A2A Transfers that have started processing before the requested termination date will be processed by Us. You agree that We may terminate or suspend the Services at any time and for any reason. Neither termination, cancellation, nor suspension shall affect Your liability under this Agreement.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. You consent and agree to the personal

jurisdiction of the state and federal courts in Pennsylvania in any dispute arising from or relating to this Agreement.

5. **Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between We and You and supersedes any prior agreement(s) regarding the Services You may have entered with Us. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which We are subject, and which governs or affects the Services, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between We and You will constitute a modification of this Agreement, the ACH or NACHA Rules or the Security Procedures or constitute an agreement between Us and You regardless of whatever practices and procedures may have been undertaken.