

## **SendMoney Service Agreement**

This SendMoney Service Agreement (“Agreement”) applies to the SendMoney Service processed through PayPal®. The terms “us,” “we,” and “our” mean 1<sup>st</sup> Northern California Credit Union and the terms “you” and “your” mean each and all those who use the SendMoney Service. Your Member Account Agreement and Disclosure is hereby incorporated into and made a part of this Agreement. In the event of a discrepancy between this Agreement and the Member Account Agreement and Disclosure, this Agreement will control.

### **SendMoney Services through PayPal® Access**

The SendMoney Service allows you to initiate payments or transfers (“payments”) to a third party (recipient) from your eligible 1<sup>st</sup> Northern California Credit Union checking account using an e-mail address or mobile phone number during an @ccessOnline home banking or @ccessMobile mobile banking session (“SendMoney Service”). We grant to you, for your personal use only, a nonexclusive, limited and revocable right to access and use the SendMoney Service. Funds transferred through the SendMoney Service are deducted from your eligible Credit Union checking account and processed through the PayPal® network whether or not you have a PayPal® account. Your use of the SendMoney Service constitutes your acceptance of this Agreement.

### **Initiating a Payment**

The SendMoney Service may be used to send personal payments to friends, family, and relatives (“Personal Payments”) or to pay for goods and services (“Purchase Payments”). When you initiate a payment through the SendMoney Service, you will be required to select whether the requested payment is for a Personal Payment or for a Purchase Payment. When a payment transaction is initiated through the SendMoney Service, the funds are immediately withdrawn from your checking account and transferred to PayPal® to provide the funds to the intended recipient. You agree that such requests constitute your authorization for us and PayPal® to make the specified payment. Once you have provided your authorization for the payment, you may only cancel the payment if the intended recipient has not claimed the funds from PayPal®. Generally, a recipient has 30 days from the date of your payment to claim the funds from PayPal®. We may, at any time, decline to effect any payment that we believe may violate applicable law or our policies or procedures. PayPal® may also, at any time, decline to effect any payment in its discretion.

You are not required to have a PayPal® account in order to use the SendMoney Service; however, the recipient must have an active PayPal® account or open a PayPal® account within thirty (30) days of the payment.

### **Refused and Refunded Transactions**

When you send funds, the recipient is not required to accept the funds. The recipient must accept a payment before it will be processed. Funds will not be withdrawn from your Credit Union checking account until the recipient accepts the payment. You agree that we and PayPal® are not responsible or liable for any losses, costs, or damages resulting from a recipient’s decision not to accept a payment that you make through the SendMoney Service. If a payment is unclaimed by a recipient, denied or otherwise not processed by PayPal®, or refunded by PayPal® for any reason, we will return the amount of the payment that we receive from PayPal® within 5 days of the date that we receive it. You agree that we will not owe you any interest in connection with a payment that is refunded to you.

## **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the funds you send or receive:

1. as necessary to complete transactions;
2. as necessary in connection with offering the SendMoney Service;
3. in connection with the investigation of any claim related to your account or the funds you send or receive;
4. to comply with government agency or court orders;
5. in accordance with your written permission; or
6. as otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Credit Union membership with us. It can be viewed by clicking on the "Privacy" link on our website.

## **Transaction History**

You may view your transaction history in connection with payments sent through the SendMoney Service by logging into @ccessOnline Home Banking or @ccessMobile Mobile Banking and viewing your checking account history. All of your payments made through the SendMoney Service to or from a Credit Union checking account will appear on your Credit Union statement for such account.

## **Eligibility; Restrictions; Termination**

To be eligible to use the SendMoney Service, you must have a checking account with us in good standing with available funds in at least the amount of the requested payment.

The SendMoney Service may not be used to make any payments that are illegal (to pay for goods/services that are prohibited by applicable law) or that would otherwise violate the PayPal® Acceptable Use Policy, as amended from time to time, and available here: [www.paypal.com/us/webapps/mpp/ua/acceptableuse-full](http://www.paypal.com/us/webapps/mpp/ua/acceptableuse-full). You further agree that you will not use the SendMoney Service for international ACH transactions, which are prohibited under this Agreement. Examples of prohibited payments include: payments for narcotics, firearms, any wagering/gambling, tax payments, payments made pursuant to court orders and fines.

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the SendMoney Service, in whole or in part, at any time for any reason, without prior notice to you. The obligations and liabilities of the parties incurred prior to the termination date shall survive termination of this Agreement.

We reserve the right to: (1) refuse to complete any payment; (2) screen any recipients of the SendMoney Service; and (3) reject or cancel a payment if required by federal, state, or other laws, rules, or regulations.

## **SendMoney Service Fees**

We do not charge a fee for your use of the SendMoney Service except for standard fees associated with the use of your checking account as set forth in our Cost Recovery Schedule of Fees. For example, if we process a payment in accordance with your instructions that overdraws your Credit Union checking account, we may assess a fee for any such overdraft in accordance with the terms of your Member Account Agreement and Disclosure with us.

Recipients may incur fees depending on the type of payment. If you indicate that a payment is a Personal Payment, the recipient will not be charged a fee. If you indicate that a payment is a Purchase Payment, PayPal® will charge the recipient a fee equal to 2.9% plus \$0.30 of the amount of the payment.

### **Payment Limits**

SendMoney Service payments may be scheduled in amounts between \$1.00 and \$10,000 per payment. We may impose per payment limits or limit the aggregate amount of payments per day or in another period at any time in our sole discretion without any prior notice to you.

### **Security**

You are responsible for obtaining, installing and operating all software, hardware or other equipment necessary for you to access and use the SendMoney Service. This responsibility includes, without limitation, utilizing up-to-date web browsers, iPhone or Android software, the most current version of the 1<sup>st</sup> Northern California Credit Union Mobile Banking Application, and the best commercially available encryption, anti-virus, anti-spyware and Internet security software. You are additionally responsible for obtaining Internet services via the Internet services provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the systems used to access the SendMoney Service, and for the transmission and receipt of information using such systems. You acknowledge that you are using the SendMoney Service for your convenience, have made your own independent assessment of the adequacy of the Internet and systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet service provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

You are responsible for protecting and keeping confidential your account number, PIN, User ID, password or any other means of accessing your account. The loss, theft or unauthorized use of this information could cause the loss of some or all of the money in your account, plus any amount available in any overdraft source. If you disclose your account number, PIN, User ID, password or any other means of accessing your account to any other person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the SendMoney Service or to access or use your account number, PIN, User ID, password, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity.

If you believe someone may attempt to use or has used the SendMoney Service without your permission, or that any unauthorized use or security breach has occurred, you must notify us immediately at 1-888-387-8632.

### **Periodic Statement and Your Duty to Report Errors**

Any payments made using the SendMoney Service will be reflected on your monthly periodic statement. You understand and agree that you are required to immediately notify us of any suspected error relating to payments made using the SendMoney Service by no later than sixty (60) days after the date of the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

## **DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SENDMONEY SERVICE IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SENDMONEY SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SENDMONEY SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SENDMONEY SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SENDMONEY SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

## **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SENDMONEY SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SENDMONEY SERVICE, OR YOUR BREACH OF THIS AGREEMENT, 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.

## **Indemnification**

You agree to indemnify, defend and hold harmless the Credit Union and its directors, officers, employees, members and agents from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorneys' fees), claims, damages, liabilities and causes of action of third parties resulting or arising from: (i) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use

of the SendMoney Service; (iii) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to the SendMoney Service; and (iv) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. Your obligations under this paragraph shall survive termination of this Agreement.

### **Changes and New Features**

We may amend this Agreement at any time or from time to time without prior notice to you. The most current version of this Agreement will be posted on our website at [www.contracostafcu.org](http://www.contracostafcu.org). We may, from time to time, introduce new features to the SendMoney Service or modify or delete existing features in our sole discretion. We will notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

### **Relationship to Other Disclosures**

The information in this Agreement applies only to the SendMoney Service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account.

### **Governing Law**

This Agreement and its enforcement shall be governed by the laws of the State of California, without regard to any choice of law provision.

### **Notices**

You agree that by using the SendMoney Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the SendMoney Service may be sent to you electronically to any electronic address we have for you, or at our option, another electronic address you provide to us or in any other manner permitted by law including, but not limited to, posting notices or communications on our website.

### **Waiver**

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part 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.

### **Force Majeure**

You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay or interruption in the SendMoney Service due to causes beyond our reasonable control.

### **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### **No Assignment**

You may not assign this Agreement. We may assign this Agreement to a third party without prior notice to you.

### **Severability**

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.