



## People Pay Term and Conditions

### PEOPLE PAY (PERSON-TO-PERSON) FUNDS TRANSFER AGREEMENT

IMPORTANT: To enroll in the People Pay (Person to Person) Service you must consent to receive notices and information about the Service electronically. You must have the ability to receive and retain electronic communications before you accept this People Pay Funds Transfer Agreement.

**1. GENERAL.** This People Pay (Person-to-Person) Fund Transfer Agreement sets forth the terms and conditions under which you may from time to time request a transfer of funds in your Account (as defined herein) to another account at a United States financial institution or to Paypal™ for payment to another individual or to receive a transfer from another individual using the People Pay Service.

By clicking the "Enroll" button, you consent to the receive information electronically and agree to the terms and conditions set forth in this Agreement. We reserve the right to provide information and notices about the People Pay Service to you by non-electronic means.

### **2. DEFINITIONS**

"Account" or "Accounts" means your deposit accounts with the Bank that are eligible for use with the Service.

"Account Agreement" means our Account terms and conditions that govern your accounts with us, a copy of which you received when you opened your account.

"Bank," "we," "us," "our" and any other variation thereof refer to Amalgamated Bank.

"Business Day" means any day that is not a Saturday, Sunday or bank holiday in New York.

"Recipient" means the individual recipient/payee you are transferring funds to using the Service.

"Service" means the People Pay (Person-to-Person) Service.

"You" and "your" refer to you as the user of the Service.

**3. ACCEPTANCE OF THE AGREEMENT.** This Agreement sets out the terms and conditions on which the Bank will provide you the Service. When you click on the "Enroll" button you agree to accept to

this Agreement, including any amendments to this Agreement or any changes hereto. If you do not accept and agree to all of the terms and conditions herein, you will not be entitled to use the Service. The Bank may accept or decline your application for the Service.

The Bank reserves the right to change the terms under which the Service is offered in its sole discretion at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to this Agreement and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to this Agreement, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement by going to [www.amalgamatedbank.com](http://www.amalgamatedbank.com). If you do not agree to the changes or if at any time you wish to discontinue your use of the Service you may, subject to Section 22, terminate your use of the Service. Once your account with us is terminated for any reason, you will have no further right to use or access the Service.

#### **4. ELECTRONIC COMMUNICATIONS DISCLOSURE.**

**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 the Bank 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 should print a paper copy of this Agreement and 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.** You may withdraw your consent to have Communications provided in electronic form by contacting us at **1-800-662-0860**, however, by doing so you understand that you will terminate your right to use the Service. Termination of the Service will be subject to the provisions of Section 22 herein.

**C. How to Update Your Records.** You agree to promptly update your registration records if your e-mail address or other information changes.

**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.

**E. Hardware and Software Requirements.** In order to access and retain Communications, you must have:

- A personal computer or other device with Internet access is required to access the Service
- A web browser which supports 128-bit SSL or higher encrypted communications
- An email account and e-mail software capable of reading and responding to your e-mail
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available at <http://www.adobe.com/products/acrobat/readstep2.html>).
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.

**5. SERVICE DESCRIPTION.** You may use the Service to transfer funds from one of your Accounts to a Recipient. You may send People Pay to a Recipient using their mobile phone number or email address, by providing us with the Recipient's account number and bank routing number or providing us the Recipient's PayPal. You may not schedule future payments using People Pay.

If you initiate the People Pay transfer by using the Recipient's email or mobile phone the Recipient will receive an email or text message, respectively, informing them of the transfer and directing them to the People Pay claim site in order to claim their funds. The Recipient then chooses how to receive the funds. They can either have the payment sent to their bank account or PayPal. If you initiate the People



Pay transfer using the Recipient's PayPal the Recipient will be required to log into their PayPal to claim the funds.

Transfers using a mobile number or email address must be claimed within 10 calendar days or the transfer will expire. If the transfer is made using PayPal and the Recipient does not wish to open a PayPal account, the transfer is cancelled after 30 calendar days.

Funding of a People Pay transfer using a mobile phone number or email address is done via real-time debit of your account upon the Recipient claiming the payment. Funding of a People Pay transfer using a bank account or PayPal is done via real-time debit of your Account when you initiate the payment.

**6. TRANSFER LIMITATIONS.** You may not make People Pay funds transfers in excess of limits described herein or within the Service. Additionally, there are limits to the number of transfers you can make from your savings/money market account with us. Please refer to your copy of the Account Agreement provided to you when you opened your savings/money market account.

The following are limits on People Pay transfers:

Service	Time Period	Limit Amount
	Per Transaction	(\$1,000)
People Pay	Per Day	(\$1,000)

We may from time to time modify the limit, the frequency and the dollar amount of transfers you can make using our Service in our discretion.

In the event that your use of the Service has been suspended and reinstated as provided in Section 18 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.

**7. ACCOUNT ACCESS/LIMITED POWER OF ATTORNEY.** You understand that in order to complete People Pay transfers, it is necessary for the Bank to access your Account(s), as designated by you

and on your behalf, to retrieve information and effect the People Pay transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access and debit your Accounts to effect such People Pay transfer or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information and debit your Accounts you are not violating the rights of anyone else. You warrant and represent that the information you are providing us with is true, current, correct and complete. You hereby authorize and permit the Bank to use information submitted by you to accomplish these purposes.

For as long as you use the Service, you give the Bank a limited power of attorney and appoint the Bank as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to effect People Pay funds transfers, with full power and authority to do and perform each and every act and thing necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any People Pay funds transfer instruction, complying with all security procedures applicable to such transfers, as fully to all intents and purposes as you might or could in person. Once the Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge this limited power of attorney shall be deemed revoked; provided, however, that (i) this limited power of attorney shall remain in effect for as long as any pending People Pay funds transfers have yet to be delivered/paid to the Recipient or cancelled in accordance with this Agreement and (ii) any act done by the Bank 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 the financial institution (other than Amalgamated Bank) that maintains an account to which you request a transfer or from which a transfer to you is being requested is independent of the Bank and your use of the Service. The Bank will not be responsible for any acts or omissions by the financial institution maintaining such an account including, without limitation, any modification, interruption or discontinuance of such account.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS EFFECTING A PEOPLE PAY TRANSFER FROM YOUR ACCOUNT TO THE ACCOUNT OF A RECIPIENT, OR FROM A

SENDER'S ACCOUNT TO YOUR ACCOUNT, WE ARE ACTING AS YOUR AGENT ONLY AND NOT AS THE AGENT ON BEHALF OF THE THIRD PARTY RECIPIENT OR SENDER.

**8. FEES.** People Pay is a fee based service. Please review our Fee Schedule at [www.amalgamatedbank.com](http://www.amalgamatedbank.com) to review applicable fees and charges for the Service. You understand and agree that we may from time to time change or impose additional charges in connection with your People Pay funds transfers. We will notify you of such fee in advance of the transfer. If you choose to proceed with the funds transfer, you authorize us to debit your Account in the amount indicated, which will include your People Pay transfer request and the applicable transfer fee.

We reserve the right to charge fees for additional services or features that we may introduce in connection with the Service.

Fees for using the Service are in addition to the standard charges for your Accounts that apply without regard to your use of the Service.

**9. CONFIDENTIALITY.** We will disclose information to third parties about your account(s) or the transfers that you make:

- Where it is necessary for completing transfers or to resolve errors involving your account;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- With your written permission; or
- As otherwise provided in our Privacy Policy, a copy of which is available on our website [www.amalgamatedbank.com](http://www.amalgamatedbank.com).

**10. USER CONTENT AND INFORMATION.** You acknowledge that you have received and read our privacy policy a copy of which is available on our website [www.amalgamatedbank.com](http://www.amalgamatedbank.com). Subject to our Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to us for the purpose of providing 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.



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 nonpublic personal information about you, your Accounts used in connection with the Service, and your transactions (referred to herein as "**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.

**11. UNAUTHORIZED FUNDS TRANSFERS.** If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account held at the Bank without your permission, immediately call **1-800-662-0860**, or write to: **Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

**12. CONSUMER LIABILITY.** Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 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 \$500.00.

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

**13. STOPPING FUNDS TRANSFERS.** A payment request that has been initiated through PayPal or to a bank account may not be stopped because the payment is debited immediately when you make the payment request. A payment request that has been made to a Recipient's mobile phone or email address may not be stopped unless the Recipient has not yet claimed the payment. To stop a payment request that has not yet been claimed you must login into the Service and request a stop/cancel or



you can contact us at [1-800-662-0860](tel:1-800-662-0860). Stop payments of a People Pay transfer may be subject to a stop payment fee; please see our Fee Schedule at [www.amalgamatedbank.com](http://www.amalgamatedbank.com).

**14. NO UNLAWFUL OR PROHIBITED USE.** As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement, the Account Agreement or by any applicable law or regulation including, without limitation, economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control. You further warrant and represent that 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. You may not obtain or use the Service 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.

**15. REJECTION OF TRANSFERS.** We reserve the right to decline to effect/complete any People Pay transfer, to submit funds transfer instructions or orders, or to carry out any funds transfer modification requests.

**16. AUTHORIZATION.** You authorize the Bank to complete and process the People Pay transfer instructions you give to us. You understand that to effect your People Pay transfer instructions we use the Automated Clearing House (ACH), which is governed by the rules of the National Automated Clearing House (NACHA). You agree to be bound by the ACH rules as published by NACHA. Subject to applicable NACHA rules, we will debit your selected Account for the amount of the transfer request and for the amount of the fee. We will (i) credit the Recipient's account if you have provided the Recipient's bank account and routing number or their PayPal or (ii) if you have requested a transfer using the Recipient's mobile phone (via text message) or email, make the transferred funds available for the Recipient to retrieve through the People Pay claim site. If the debit from your Account fails or is returned for any reason and the credit to the Recipient's account has been completed and cannot be retrieved, you authorize us to collect the amount from another Account of yours. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds



return. You acknowledged that there are fees associated with non-sufficient funds (“NSF”) items and that a re-debit attempt may result in additional NSF fees to you.

You understand that the Recipient’s financial institution may contact us to verify the content and authority of your People Pay transfer instructions and any changes to those instructions. You agree that we may provide to the Recipient’s financial institution such information as may be required to verify your instructions.

You also understand and agree that in the event we are unable to execute your People Pay transfer request using ACH, we may use other established payment mechanisms in order to complete your funds transfer instructions, such as a wire transfer or issuance of a check.

**17. INFORMATION RELIED UPON BY THE BANK.** You understand and agree that the Bank is relying upon the information provided by you and you authorize us to act on any instruction sent by you and/or the Recipient. You understand that the Recipient’s financial institution that is receiving the People Pay transfer instructions may also rely on such information. The Bank is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any errors in the instructions you provide to us, such as incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers or the recipient’s financial institution’s ABA number or name or PayPal information, you are responsible for such incorrect information. If you notify us of such incorrect information or instructions we will make reasonable efforts to reverse or delete such information after you make us aware of your error, 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 or account information that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

You further understand and agree that if your People Pay transfer instructions identify a bank by name and routing number, and the Recipient’s name and account number, the Recipient’s Financial

Institution may execute those instructions by reference to the numbers provided only, even if the number does not correspond to the name provided. You understand that such financial institution may not investigate discrepancies between names and numbers. In addition, you agree that the Bank will have no responsibility to investigate discrepancies between names and numbers.

**18. SUSPENSION OF THE SERVICE.** In the event that we at any time incur a problem with your use of the Service, including, without limitation, a fail in attempting to debit any of your Accounts or to collect with respect to any of your People Pay transfers as described herein, 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 ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided under this Agreement. 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 reinstate you 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, we in our sole discretion may thereafter restore your ability to effect transfers at our standard transfers limits.

**19. DOCUMENTATION.** You may access a statement of all People Pay transfers effected or pending by clicking on the “Activity” or “History” tab within the Service. In addition, all People Pay transfers and associated fees will appear on your account statements.

**20. ERROR REPORTING AND CLAIMS.** Telephone us at **1-800-662-0860** as soon as you can if you think your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or transaction history. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears. **You must:**

- Tell us your name and account number(s).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.



- Tell us the dollar amount of the suspected error.

You can also write to **Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support.**

If you tell us orally, you may be required to send us your complaint or questions in writing within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you (20 days for new accounts) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account with us within 10 business days (20 days for new accounts) for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account with us. (An account is considered to be a "new account" if it has been opened for 30 days or less and the account holder has no prior existing transaction account relationship with us.) We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that 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 Recipient's financial institution or PayPal. Although we may try to assist you/them in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the Recipient's financial institution or PayPal. Any rights you/they may have against a Recipient's financial institution or PayPal for such errors, delays or other problems are subject to the terms of the agreements the Recipient has with their financial institution or PayPal, including any time limits during which complaints must be made.

**21. PROPRIETARY RIGHTS.** You acknowledge and agree that the Bank and parties with whom it has contracted owns 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 the Bank's other services or technology.

**22. SERVICE CHANGES, DISCONTINUATION AND TERMINATION.** We may modify or discontinue the Service with or without notice, without liability to you, at any time.

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 terms of this Agreement or our rights, or if you provide us with false or misleading information or interfere with other users or the administration of the Services.

You may contact us at any time to terminate your Service at **1 800 662 0860, write us at Amalgamated Bank, 275 7th Avenue, New York, NY 10001, Attention: Online Banking Support** or email us at [ab-online@amalgamatedbank.com](mailto:ab-online@amalgamatedbank.com). Once you have informed us that you wish to terminate the Service and we have a reasonable opportunity to act on such request your use of the Service will be terminated; provided, you understand and agree that this Agreement will remain in full force and effect for as long as any People Pay transfers requested by you have yet to be delivered/paid to the Recipient and you authorize the Bank to complete such transfers unless they are canceled in accordance with the Section 13 herein.

If your account with us is terminated for any reason, you will have no further right or access to use the Service for any reason.

**23. JOINT ACCOUNT HOLDER.** In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use the account you share with them for the Service. We will end your use of the Service if any joint account holder notifies us that the joint account holder does not consent to the use of the Service.

**24. MEANS OF TRANSFER.** While we have previously indicated most People Pay transfers will occur via ACH, you authorize us to select any means we deem suitable or necessary to provide your funds transfer instructions to the applicable financial institution or PayPal. 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. 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 normal processing period from time to time depending upon the circumstances.

**25. RECEIVING PEOPLE PAY TRANSFERS.** In the event that you are an intended recipient of a People Pay transfer, then in addition to the terms of this Agreement relating to your outgoing People Pay transfer activity, you agree to accept the terms and conditions set forth below regarding your receipt of People Pay transfers from others.

To claim your People Pay transfer, you can login into the Service and request the transfer to be deposited into your Account with us or your PayPal. You authorize us to transfer (credit) the Funds to your Account with us or your PayPal.

You agree not to impersonate any person or use a name that you are not authorized to use. You warrant and represent that you are the person intended by the Transferor and entitled to receive the Funds; that you are not a person whose Accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department; and that the Information you will provide is true, correct and complete.

We reserve the right to decline to complete any transfer if we have reason to believe that completing the transfer would result in a violation of law or expose us to liability or risk of loss. If the transfer is rejected for any reason, the funds will be returned to the sender.

**26. OUR LIABILITY.** We will use our best efforts to complete your requested funds transfer on time. However, we shall incur no liability if we are unable to complete any funds transfer initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The applicable fund transfer system is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. You have not provided us with the correct Recipient information; and/or,

4. Circumstances beyond our control (such as, but not limited to, fire, flood, system failures or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we do not provide a funds transfer instruction 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 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.

**27. LIMITATION OF WARRANTY AND LIABILITY.** YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE 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 SERVICE IS AT YOUR RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE 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 SPECIFICALLY PROVIDED 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 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.

YOU AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR PEOPLE PAY TRANSFER INSTRUCTIONS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN YOUR PEOPLE PAY TRANSFER INSTRUCTIONS TO US; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING YOUR PEOPLE PAY TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (4) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH PEOPLE PAY SERVICE TRANSACTIONS; AND (5) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, 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 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.

**28. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless the Bank, its affiliates, officers, directors and employees from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, our reliance on the

information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of this Agreement or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity.

**29. MISCELLANEOUS.** You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts used in connection with the Service; and that you are rightfully authorizing us to access the Accounts.

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 provisions. The Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provisions of this Agreement.

This Agreement, including all agreements and other documents incorporated herein by reference, constitutes the entire agreement between us as to the subject matter hereof, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of the Bank's rights waived, only if the Bank agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by the Bank. You will be notified of any amendment to the Agreement in the manner provided by applicable law prior to the effective date of the amendment. However, if the amendment is made for security purposes, we can implement such change without prior notice.

We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third party service providers.

Regardless of where you access the Service, or live or work, this Agreement, except as otherwise expressly provided for in your Account Agreement or as otherwise required by applicable law, or any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and





State of New York in connection with such disputes. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

The captions of paragraphs/sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

This Agreement shall take effect immediately upon the acceptance of your application for the Service by us.