

One 2Pay™ – Disclosures and Agreement

Revision Date: 8/17/16

Please read this disclosure carefully and keep it for future reference.

The One Nevada Credit Union's ("Credit Union") One 2Pay™ service powered by Acculynk allows you to send funds to another person. This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through this One 2Pay™ service for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this One 2Pay™ service as a Sender or Recipient or registering to use this One 2Pay™ service.

This One 2Pay™ Service Agreement, ("Agreement") sets forth the terms and conditions governing the use of this One 2Pay™ Service provided by the Credit Union. By accepting this agreement, registering in One 2Pay™ service, as a Sender or Recipient, you accept the terms and conditions in this Agreement and any amendments.

Electronic Transactions: You agree to conduct the transfers offered through the Credit Union's One 2Pay™ Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this One 2Pay™ Service and submit information to the Credit Union you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this One 2Pay™ Service unless you agree to receive documents by electronic means. You further agree that all transactions completed through this One 2Pay™ Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this One 2Pay™ Service as described below.

Electronic Signatures: By checking the "I accept the terms of service" box within the One 2Pay™ Service you are electronically signing the Credit Union's One 2Pay™ E-Signature and Electronic Disclosure Agreement and the One 2Pay™ Service Agreement related to the One 2Pay™ services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature for transactions you perform. You acknowledge that these electronic signatures will legally bind you to the Credit Union's One 2Pay™ E-Signature and

Electronic Disclosures Agreement and the One 2Pay™ Service Agreement just as if you had physically signed the same documents with a pen.

Electronic Disclosures: You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this One 2Pay™ service through electronic means including web-based electronic interface, mobile phone interface or email.

Availability of Printed Copies: We recommend that you print and retain copies of any of the agreements, disclosures or other related documents from your computer, mobile phone or other access device associated with this One 2Pay™ service. There is no charge for you to download and print these documents.

Contact Information: To use this One 2Pay™ service you must provide your current email address so that we can send you important information related to your use of this One 2Pay™ service.

The fee for each One 2Pay™ Service transfer will be disclosed on the 'Send Money' page with your transaction information. Refer to the Membership Agreement Disclosure Booklet Fee Schedule.

One 2Pay™ Service Terms

a) Definitions:

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer One 2Pay™ services to participating financial institutions.

"Eligible Transaction Account" is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any One 2Pay™ Service fees will be automatically debited, or to which payments and credits to you will be credited.

"Payment Instruction" is the information provided by the Sender or Recipient to the One 2Pay™ Service for a payment to be made to a Recipient (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).

"Payment Network" means a payment network (such as a debit card network or the ACH Network) through which funds may be transferred.

"Recipient" is a person or business entity with an account at a U.S. financial institution that is sent a payment transaction through the One 2Pay™ Service.

"Sender" is a person or business entity that sends a payment transaction through the One 2Pay™ Service.

"Transfer" means an electronic movement of funds from an account at the Credit Union to an account of another party by means of One 2Pay™ Service.

b) Service Access: The One 2Pay™ Service enables you to use the Credit Union One 2Pay™ Service to initiate a payment transaction from your account to an

account of a depositor at another financial institution or to receive a payment transaction from another person. You consent to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the transfers and represent to us that you have obtained the consent of the Recipients of your intended transfers to the receipt of such emails or automated text messages.

- c) **Payment Networks:** Transfer instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the ACH Network, as well as any Payment Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). You and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an account shall be provisional until we or the third party institution, which holds the account, have finally settled such credit. Although the ACH Network is often used to execute One 2Pay™ Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions.
- d) **Initiation of Payment Transactions:** As a debit cardholder, you may send one-time person-to-person transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or text-enabled mobile phone number. You may initiate these transfers by use of a computer or a mobile device and providing transaction and Recipient information. Payment transactions initiated to Recipients are processed in two steps. First, you must enter your debit card number and email address. Second, you must provide contact information about the Recipient (including an email address or mobile telephone number) and the One 2Pay™ Service may contact the Recipient and request that the Recipient may provide Eligible Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the One 2Pay™ Service, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. The timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the transactions. The posting of the transaction is dependent on the business days of that institution.

- e) **Payment Authorization and Payment Remittance:** By providing us with names, telephone numbers, and email addresses of Recipients to whom you wish to direct payments, you authorize us to follow your Payment Instructions that we receive through the One 2Pay™ Service and process the transaction as a debit card transaction. When we receive a Payment Instruction from you, we will 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, including but not limited to those payments returned to us from

Recipients to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed.

The transfer of funds to Recipient shall be transmitted as a debit card or ACH transaction. The Recipient must accept the Transfer by text, email, or use of the online site available for registered users within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. The Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

- f) **Sender & Recipient Information:** You acknowledge and agree that payment Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You agree that as Sender you are authorized to withdraw or as Recipient you are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize us, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information or payment instructions (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Recipient to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. The Sender must accurately enter the Recipient's email address or mobile phone number because your obligation to pay for the Transfer will not be excused by an error in the information you enter. The Recipient must accurately enter the Recipient's account or debit card information or they will not receive the transferred funds.

- g) **Limitations on Transfers:** The Credit Union may establish a limit on the number of Transfers, the maximum amount of a transfer and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers a day; however there is fee for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account, result in a transfer from another account to cover the overdraft or use

your Courtesy Pay limit if any. In any of these situations, the NSF, Courtesy Pay or transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

- h) Receiving Payments: If another person wants to send you a payment transaction using the One 2Pay™ Service to an Eligible Transaction Account you hold with us, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the One 2Pay™ Service or at the One 2Pay™ Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and the One 2Pay™ Website to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you as a Recipient.
- i) Stopping Payments: If you request, we will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.

We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the limit of your overdraft account;
 - The One 2Pay™ Service is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction;
 - The payment is refused;
 - You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Recipient to whom you are initiating a payment transaction; and/or,
 - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.
- j) Service Providers: We are offering you the One 2Pay™ Service through one or more service providers with whom we have contracted some or all of the service on our behalf. You agree that we have the right under this Agreement to delegate

to our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

- k) Prohibited Payments: The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:
- Payments to or from persons or entities located in prohibited territories;
 - Payments that violate any law;
 - Payments for donations or payments to an unauthorized charity or non-profit organization
 - Payments that violate any terms in this Agreement; and
 - Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.
 - In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.
- l) Liability: As a Recipient user of the One 2Pay™ Service, you understand and agree that use of the One 2Pay™ Service does not make you an account holder with the Credit Union and the Credit Union will not be responsible for or liable to you for the failure to complete a transaction for any reason. As a Sender user of the One 2Pay™ Service, you have certain rights and liability protections as set forth in the One 2Pay™ Service Disclosures provided to you at the time of your registration.

One 2Pay™ SERVICES CONDITIONS

The use of your Account and One 2Pay™ Services are subject to the following conditions:

- a) Security of PIN: Any personal identification number (PIN) that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the One 2Pay™ Service to review all of your One 2Pay™ Service transaction information and make account transactions. Also, you are responsible for all bill payments, transfers or other transactions you authorize using One 2Pay™ Service. If you permit other persons to use your Mobile device and PIN or other means to access One 2Pay™ Service, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions. For anyone you authorize to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You

are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of your PIN and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- b) Joint Accounts: If any account that you register under the One 2Pay™ Service is a joint account, you represent that your joint account holder has consented for you to use that account with any One 2Pay™ Service. We will terminate your use of any One 2Pay™ Service if any joint account holder notifies us that (i) they never consented to your use of the One 2Pay™ Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they withdraw consent for you to operate the joint account.
- c) Authorized Transactions: You are solely responsible for all transfers you authorize using any One 2Pay™ Services under this Agreement. If you permit other persons to use any One 2Pay™ Service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.
- d) Illegal Use or Internet Gambling: You may not use the One 2Pay™ Services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a One 2Pay™ Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

FEES AND CHARGES. There may be a fee per transfer made using the One 2Pay™ Service. You authorize us to automatically charge your account for all such fees incurred under this Agreement. In the future, we may add to or enhance the One 2Pay™ Service features and, by using such added or enhanced features, you agree to pay any applicable fees. Your normal account charges will continue to apply as set forth on the Membership Agreement Disclosure Booklet Fee Schedule. Also, your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees.

TERMINATION OF One 2Pay™ SERVICES. You agree that we may terminate this Agreement and your use of your One 2Pay™ Services if you or any authorized user of your PIN breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your PIN or you or any other party to your account can terminate your One 2Pay™ Service registration by notifying us in writing. Termination of your registration will be effective within seven business days following

receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

AMENDMENT AND NOTICES. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

ENFORCEMENT. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Nevada. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Nevada law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

Limitations of Warranties. The site and service and related documentation are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of the site may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer or certain implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state. The foregoing shall constitute your exclusive remedies and the entire liability of Credit Union and its affiliates and service providers and the employees and contractors of each of these, for the service and the portion of the site through which the service is offered. You acknowledge and agree that from time to time, the service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control, including, but not limited to, any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons.

Limitation on Liability. In no event shall Credit Union or its affiliates or service providers or the employees or contractors of any of these, be liable for any claim arising from or related to the service caused by its affiliates or service providers or the employees or contractors of any of these, be liable for any indirect, special, incidental, consequential, or exemplary damages, including loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the service or the portion of the site through which the service is offered, even if such damages were reasonably foreseeable and notice was given regarding them.

Limitation on Damages. Credit Union's aggregate liability and the aggregate liability of its affiliates and service providers and the employees and contractors of each of these, to you and any third party for any and all claims or obligations relating to this agreement shall be limited to direct out of pocket damages up to a maximum of \$500 (five hundred dollars). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

Time for Making a Claim. In no event shall Credit Union or its affiliates or service providers or the employees or contractors of any of these be liable for any claim arising from or related to the service or the portion of the site through which the service is offered that you do not state in writing in a complaint filed in a court of competent jurisdiction within two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.