



## **PERSON 2 PERSON (P2P) TERMS AND CONDITIONS**

### **E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT**

You are signing up to use the Bank of Franklin County ("Bank") P2P service powered by Computer Service, Inc. ("CSI") that 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 the Service offered by your Bank for all cardholders, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender or Recipient or registering to use this Service.

#### **Agreement to Conduct Transactions by Electronic Means**

You agree to conduct the transfers offered through the 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 Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this 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 Service as described below.

#### **Agreement to Use Electronic Signatures**

By clicking the "accept terms" you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

#### **Agreement to Receive Disclosures Electronically**

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this 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 E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents. Additionally, if you wish to obtain a paper copy of any of these documents, you may write to Bank of Franklin County at: Bank of Franklin County, 900 E 8<sup>th</sup> St, Washington MO 63090 or call 877-584-6600 with the details of your request. Paper copies will be provided to you at no charge.

#### **Withdrawing Consent**

You may at any time withdraw your consent to do further business electronically and revoke your agreement to receive electronic disclosures. This may be done by clicking on the 'Cancel' button to cancel the current Request. By doing so, this will terminate the P2P Service. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic Disclosures will not be affected.

#### **Contact Information**

To use this Service you must provide your current email address so that we can send you important information related to your





use of this Service. You may review and update the personal information maintained about you in the "Profile" or "Settings" section of the Site at any time to ensure that it is accurate.

#### **BANK OF FRANKLIN COUNTY P2P SERVICE AGREEMENT AND TERMS OF USE ("TERMS OF USE")**

These Terms of Use set forth the terms and conditions under which the Service is offered. The Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution. Bank of Franklin County or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account, Electronic Disclosure Consent Statement, Online Banking Agreement and Mobile Banking General Terms & Conditions ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations that might apply to your use of the Service.

#### **Definitions**

"Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.

"Recipient" means the cardholder to whom the Sender transfers funds.

"Sender" is the Bank of Franklin County Cardholder that transfers funds to another person through the Service.

"Service" means the P2P service powered by Computer Service, Inc. ("CSI") that allows a Sender to send funds to Recipient.

"Service Provider" is CSI, a company that arranges for person-to-person payments to customers of any U.S. financial institution.

"Site" is the Service Provider's electronic location accessed by a user through a smart phone, computer or other access device.

"Transfer" means an electronic movement of funds from an account at Bank of Franklin County to an account of another party by means of the Service.

"Transfer Instructions" are the information that you provide when using the Service. "Us," "We" and "Our" means Bank of Franklin County.

"You" and "Your" mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

#### **Description of Service and Consent**

Bank of Franklin County checking account holders may send one-time Transfers to Bank of Franklin County customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. To use this Service you are providing information to our Service Provider from your smart phone, desktop, laptop, or other computer. Service Provider is a vendor of Bank of Franklin County.

By participating in the Service, you are representing to the Bank of Franklin County that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Bank of Franklin County or its agent, regarding the Transfers and represent to the Bank of Franklin County that you have obtained the consent of the Recipients of your intended Transfers. Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.



## Eligibility

Individuals aged 18 years and older with a checking account with Bank of Franklin County are eligible to use this Service to send funds to a Recipient. The Service is offered to individuals under the age of 18 who have a checking account with a parent or legal guardian as a signer on the account. Any individual with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Bank of Franklin County does not knowingly collect any personal information from or about individuals under 18 years of age without the consent of a parent or legal guardian. Please do not submit such information to the Bank of Franklin County, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

## Transfers

The Sender provides the Recipient's email address, phone number or debit card number and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 3 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. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both Bank of Franklin County customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Bank of Franklin County is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address, mobile phone number or debit card 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 payee list and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address, mobile phone number or debit card number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

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 applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties 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 the Bank of Franklin County or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient 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 the Bank of Franklin County, directly or through third parties, to make any inquiries 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.

You authorize the Bank of Franklin County to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

## Sender Acknowledgment

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text



message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

### **Recipient Acknowledgment**

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, the Transfer will not be processed.

It is important that you enter accurate information. You agree that Bank of Franklin County, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Bank of Franklin County reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

### **Limitations on Transfers**

You may transfer up to \$3,000.00 per transaction. The Bank of Franklin County may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Such transfers may overdraw your account and may result in a draw from your Overdraft Protection or transfer from another account to cover the overdraft. In any of these situations, an overdraft fee 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.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. The receiving financial institution may also charge a transaction fee.

### **Timing of Transfers**

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or text and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.



## **Issues Affecting the Posting of Transfers**

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Bank of Franklin County to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Bank of Franklin County nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an HSA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

## **Security**

If a financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

## **Cookies, Browser Information and Related Issues**

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information.

This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

## **Access to Information about You**





You may review and update the personal information maintained about you in the "Profile" or "Settings" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Bank of Franklin County, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

### **Amendments**

Bank of Franklin County may amend these Terms of Use or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Bank of Franklin County may also provide you with an email notification of such amendments. The Bank of Franklin County may require you to affirmatively acknowledge or accept the revised Terms of Use in order to continue using the Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

### **Limitations of Warranties**

Although Bank of Franklin County attempts to provide accurate information, names, images, pictures, logos, icons, documents, and materials (collectively, the "Contents") on the Service, it makes no representation, endorsement, or warranty that such Contents are accurate or suitable for any particular purpose. The Service and its contents are provided on an "as is" basis. Use of the Service and its contents is at the user's sole risk. The Service and its contents are provided without any representations, endorsements, or warranties of any kind whatsoever, either express or implied, including, but not limited to, any warranties of title or accuracy and any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, with the sole exception of warranties (if any) which cannot be expressly excluded under applicable law. As noted below, Bank of Franklin County also makes no representations, endorsements, or warranties, either express or implied, with respect to any service operated by a third party.

### **Limitation on Liability**

In no event will Bank of Franklin County or its subsidiaries, affiliates, contractors, or their respective employees be liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of the Service or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to this Service or any service operated by any third party or any contents of this Service or any other service, even if Bank of Franklin County is aware of the possibility of such damages.

### **Liability for Unauthorized Use**

In General: You must notify us immediately if you believe that an unauthorized person obtains or has obtained access to your Mobile Banking Password or if someone has transferred money without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suspect that an unauthorized transfer may have occurred, we may require you to sign an affidavit verifying such occurrence.

Liability Limits for Consumers: If you are a consumer (that is, a "natural person") whose deposit accounts accessed through Mobile Banking were established primarily for personal, household, or family purposes, you can lose all the money in your deposit accounts accessed through Mobile Banking if you do not inform us that your Mobile Banking Password has been lost or stolen or that an unauthorized person obtains or has obtained access to your Mobile Banking Password. If you tell us within two business days after you learn of the loss, theft or unauthorized access, you can lose no more than \$50.00 if an unauthorized person used your Password to access Mobile Banking.

If you do not tell us within two business days after you learn that your Password has been lost, stolen or become known to an unauthorized person, and we can prove that you could have stopped someone from using your Password without your permission if you had told us, you can be liable for as much as \$500.00.



Also, if your statement shows electronic funds transfers that you did not make, you must notify us immediately. The Bank may require you to provide your complaint in the form of an affidavit. If you do not tell us about unauthorized transfers within 60 days after your account statement is sent or made available to you, you may not get back any money that you lose after the 60 day period if we can prove that, had you told us about unauthorized transfers on time, we could have stopped someone from taking the money.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**Other Account-holders:** The limitations on liability described immediately above under "Liability Limits for Consumers" apply only to accounts maintained by consumers for personal, household, or family purposes. If you are an organization (such as a corporation, partnership or limited liability company) or if your deposit account was not established for personal, household, or family purposes, your liability for unauthorized use will be limited only to the extent provided elsewhere in this Agreement or in our other agreements with you or by applicable law.

### **Errors or Questions**

**In General:** If you think your statement is wrong, or you need more information about a transfer listed on the statement, contact Bank of Franklin County at 1-877-584-6600 or write us at Bank of Franklin County, Attn.: Mobile Banking Customer Service, 900 E. 8<sup>th</sup> St., Washington, MO 63090.

**Procedures for Consumers:** If you are a consumer (as defined above under "Liability for Unauthorized Use"), we must hear from you no later than 60 days after the FIRST statement on which the problem or error appears that was sent or made available to you.

1. When notifying us, tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the date and dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if your account has been opened for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a point-of-sale transaction or a foreign initiated transfer, or if your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this we will credit your account within 10 business days (20 business days if your account has been opened for 30 days or less) for the amount you think is in error, so that you will have the 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 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and may debit your account for any credit we have extended. You may ask for copies of the documents that we used in our investigation.

**Procedures for Non-Consumers:** If you are not a consumer, we must hear from you as soon as possible after the FIRST statement on which the problem or error appears.

1. When notifying us, tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the date and dollar amount of the suspected error.

We will attempt to complete our investigation within the time frames described immediately above under "Procedures for Consumers" pending completion of our investigation, however, we will not have any obligation to credit your account for the amount you think is in error unless such a credit is required elsewhere in this Agreement or in our other agreements with you or by applicable law.



### **Indemnification**

You agree to indemnify, defend and hold Bank of Franklin County and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other Materials submitted by you to the Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against Bank of Franklin County arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the Service, or use of your account by any third party. Bank of Franklin County reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bank of Franklin County in asserting any available defenses. You will not settle any action or claims on Bank of Franklin County's behalf without the prior written consent of Bank of Franklin County.

### **Severability**

If any provision of these Terms of Use are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

This site is created and controlled by Bank of Franklin County in the State of Missouri. As such, the laws of the State of Missouri will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

### **Contacting Us**

If you have any questions about this Service or this Agreement, you may contact us at the phone number 877-584-6600 or postal address below:

Bank of Franklin County  
900 E 8<sup>th</sup> St  
Washington MO 63090

### **Disclosure Access**

You may access Our Privacy Policy at [bankoffranklincounty.com](http://bankoffranklincounty.com) relating to the collection and use of your information. Bank of Franklin County customers may access Our Electronic Fund Transfer (EFT) disclosure at [bankoffranklincounty.com](http://bankoffranklincounty.com). Non-Bank of Franklin County customers should consult their financial institution for their EFT disclosures.