

User Agreement for Transferring Funds

1. This funds transfer service allows you to fund a new account you are opening with us by transferring funds from an account you own at another financial institution (the "Debit Account"). You authorize your Financial Institution to (a) accomplish this through the Automated Clearing House ("ACH"), and (b) to use Finastra Corporation and banks chosen by it, as our agents and service providers (collectively, the "Service Provider") for this purpose. You understand that your Financial Institution and the Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting. These ACH entries may be originated in any sequence (for example, a credit may be provided to you in advance of settlement on a paired debit entry against your Debit Account).
2. You represent that you are at least eighteen (18) years old, a resident of the United States and have a valid e-mail address. You represent that you are the owner of the Debit Account and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit the Debit Account in the amount you have specified and credit your new account held with us for the specified amount.
3. You agree to use the funds transfer service for legal purposes and not in violation of any laws, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree to comply with the National Automated Clearing House Association ("NACHA") rules, as the Originator under those rules. You authorize the Service Provider to be an Originator on your behalf and to use an Originating Depository Financial Institution ("ODFI") (as defined under those rules) chosen by it on your behalf. You agree that if we suspect or believe a transaction is unlawful or suspicious, we may block the transaction and take any other action we deem to be reasonable, including under the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. If you are a non-consumer, you certify that you are not now engaged, and will not use the service, in any activity or business that is unlawful under the UIGEA. You agree not to use the funds transfer service in any manner that could damage, disable, overburden or impair the funds transfer service or interfere with any other parties use and enjoyment of the funds transfer service.
4. You authorize us and our Service Provider as our agent to make small deposits and/or withdrawals to the Debit Account to confirm your control of the Debit Account. The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. You understand and acknowledge that the new account will not be funded from the Debit Account until such verification is made and neither we nor our Service Provider shall have any liability to you for failure to fund your new account from a Debit Account due to your failure to complete the authorization process. Some Debit Accounts may be used without this verification process.
5. We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information, including incorrect or inconsistent account names, account numbers or ABA routing numbers, which you provide to us is your responsibility. We are not required to investigate discrepancies between account numbers and names on the account, and you agree that we are not responsible for investigating such discrepancies and may execute the transaction with only the account number reference even if the name and the account number do not match.
6. If your Debit Account has a joint account holder, you represent and warrant that the joint account holder has consented to your use of the funds transfer service to fund your new account.
7. You may not be able to cancel or revoke a transaction once you have submitted it since the processing of the ACH entries to fund your new account begins immediately or soon after your transfer request is received by us. For your rights in placing a stop payment on your Debit Account, refer to the specific account disclosures for the Debit Account.
8. The Debit Account must be located in the United States. No international transactions are supported.

9. The typical time to fund your new account with us using the ACH network is three (3) to five (5) business days. However, specific transaction times may vary, and neither we nor our Service Provider guarantee any specific turnaround time to fund your new account with us. You should check your accounts to see the debit or credit of the amount to confirm the status of funds.
10. You agree that credits to your new account are provisional and subject to reversal if we or our Service Provider receives reversals from the ACH or otherwise must reverse the transfer to you. You authorize us or our Service Provider to resubmit debit entries against your Debit Account as needed to fulfill the funds transfer you have requested.
11. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse or cancel any funds transfer service transaction you authorize, and/or restrict or condition your ability to use the funds transfer service at any time and for any reason or no reason, including, but not limited to (a) insufficient funds in your Debit Account; (b) suspicious activity; (c) order of any law enforcement agency; (d) inability to verify information you provided; (e) providing us with false or inaccurate information; (f) hacking, tampering or impacting the funds transfer service functionality, availability or security; (g) using the funds transfer service for unlawful purposes; or (h) failing to cooperate with any information request.
12. In consideration of the agreement by us and our service provider to act upon your request to make a transfer of funds in the manner provided for in these Terms of Service, if any fees, fines or other sanctions or damages are incurred by us or our Service Provider in connection with your use of the funds transfer service, you agree to indemnify, defend and hold these parties harmless.
13. The funds transfer service, information, data, features and all content on this website are is, "as available," basis. In no event shall we or our (and, if you are a non-consumer, your company, employees, agents, third parties, associates or partners), or to anyone else for any consequential, incidental, special, punitive or indirect damages of any kind whatsoever, including, without limitation, those resulting from loss or impairment of use, data or profits, that you or anyone else may incur relating to your use or access to this site, or the use or access hereto by anyone else, even if advised of the possibility of any such damages. As a condition to the use or access of information in using the funds transfer service, you expressly waive any and all claims you may have or assert against us or our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by you or anyone else. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including attorneys' or accountants' fees. Note: If you are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.
14. WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NONINFRINGEMENT, WARRANTY OF TITLE OR WARRANTY OF ANY OTHER KIND
15. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you.
16. In the case where a provision in another agreement we have with you conflicts with a provision in these Terms of Service, these Terms of Service will apply to the services provided under these Terms of Service only.
17. These Terms of Service will be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. These Terms of Service constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between you and us.