

TERMS AND CONDITIONS OF THE PEER PAY, PERSON-TO-PERSON PAYMENT TRANSFERS FEATURE

1. Introduction.

The following Terms and Conditions apply to your use of the Peer Pay product, a Person-to-Person Payment Service.

2. Acceptance.

By using Peer Pay, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of Peer Pay. Please read this Agreement carefully before use. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law. Any deposit account ("Account") accessed through this service is also subject to the Membership Account Agreement, Electronic Funds Transfers (EFT) Disclosure, E-Sign Disclosure and Consent and all other terms and agreements (collectively "Disclosures") applicable to the Account. You should review the Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Peer Pay.

The Peer Pay Service is provided by Neural Payments, a third-party provider. Neural Payments is not our agent, and you agree to proceed directly against Neural Payments for any claims you may have in connection with their actions or failure to act in the handling of your Account or any other services provided to you. You agree to release us from any claims you may have because of the actions or failure to act of the third party.

3. Definition of Terms.

"P2P" ("Person-to-Person") Payments means the service powered by Neural Payments allows you to send funds to a person outside email (while using online or mobile banking) or to a cell phone number (while using mobile banking).

"We," "Us," "Our," means Kohler Credit Union. "You" and "Your(s)," means each debit card holder who applies to use the service and each person who uses the service.

"Transfer" means an electronic movement of funds from your Account to another party by means of the P2P or Person-to-Person Payments system offered within mobile and online banking.

4. Peer Pay – Powered by Neural Payments.

Peer Pay, is a service that allows you to send money via Mobile and Online Banking to others using a cell phone number or an email address through the Neural Payments network and third-party platforms. Sending money does not require you to have a Neural Payments Account, but the following rules do apply regarding Neural Payments' role in processing P2P Payments transactions that use the Neural Payments network.

5. Neural Payments' Relationship with You.

Neural Payments is a Payments Service Provider. Neural Payments helps you make payments to third parties. Neural Payments is an independent contractor for all purposes. Neural Payments does not have control of, or liability for, the products or services that are paid for with our service. We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction.

Intellectual Property: "neuralpayments.com", "Neural Payments", and all logos, related to the service, are either trademarks or registered trademarks of Neural Payments or its licensors. You may not copy, imitate or use them without Neural Payments' prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Neural Payments. You may not copy, imitate, or use them without our prior written consent. All rights, title and interest in and to the Neural Payments website, any content thereon, the services, the technology related to the Neural Payments services, and all technology and any content created or derived from any of the foregoing, is the exclusive property of Neural Payments and its licensors.

Transaction History: You may view your transaction history as a part of Peer Pay or by logging into Kohler Credit Union Online Banking and looking at your Account History.

6. Eligibility for P2P Payments Identity Authentication.

You authorize Kohler Credit Union, 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, ordering a credit or consumer report and verifying your information against third party databases or through other sources. Kohler Credit Union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments by any Kohler Credit Union debit card holder.

7. Sending Money via Mobile and Online Banking P2P Payments.

Sending Limits and Overdraft. Neural Payments may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service. Kohler Credit Union may also establish a limit on the number of Transfers, force a minimum and/or a maximum amount of a transfer, and limit the total dollar amount of Transfers that can be attempted or completed in one day/week/month. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. You may transfer funds from the account from which we authorize the debit card for use. Such transfers may overdraw your account, result in a transfer from another account to cover the overdraft, or use your Overdraft Protection limit, if any. In any of these situations, we will charge an overdraft or transfer fee, as applicable. We may deny you service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Transfers. When a Transfer is sent the funds are immediately transferred from your Account. If the recipient is a part of the Neural Payments network the funds are immediately credited to their account. If the recipient is not a part of the Neural Payments Network ("Off-Network") the funds will be moved to a Kohler Credit Union holding account where they await a response from the recipient declaring how they would like to receive the funds. You agree that such requests constitute your authorization to us and Neural Payments to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer.

Refused and Refunded Transactions. When you send money Off-Network, the recipient is not required to accept it. You agree that you will not hold Neural Payments or Kohler Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account. For Off-Network transfers with a final destination of a supported 3rd party FinTech P2P service, you can request to cancel a transaction at any time prior to the recipient declaring how they would like to receive their funds. Supported 3rd party FinTech P2P services may vary and are subject to change at any time without prior notice.

8. How to Notify Us of Unauthorized Transfer, Lost Device, Error or Inquiry.

If you believe that a Transfer has been made without your permission. Call Kohler Credit Union at 888-528-2595 during supported hours or via the contact methods listed on our website: [Contact Us | Kohler Credit Union](#)

You could lose all the money in your Account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn of the loss, you can lose no more than \$50 if someone used your Account without your permission. If you do NOT tell us within 2 business days after you learn of the loss, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

You must include the following information: Your name and Account number; a description of the error, loss and/or Transfer that 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 the dollar amount of the suspected error or unauthorized Transfer.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appears.

9. Claims, Limitation of Liability, No Warranty.

You agree that within 10 days after your Peer Pay request has been executed, you will tell Kohler Credit Union of any errors, delays, or other problems related to your request. If your Transfer request is delayed or erroneously executed as a result of Kohler Credit Union's error, Kohler Credit Union's sole obligation to you is to pay or refund such amounts as may be required by applicable law. If you initiate a payment to a party or payee to which you did not intend, you are responsible to contact the receiving party to have the funds returned. Neither Kohler Credit Union nor any of its payment processors are responsible for payments which were made in error by you or anyone you authorized to make payments on your behalf. Any claim for interest payable shall be at the current stated rate (if any) on our Rate and Fee Addendum. In any event, if you fail to notify Kohler Credit Union of any claim concerning your Transfer request within 60 days from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

10. Fees.

We currently do not charge a fee for Transfers using Peer Pay, Person-to-Person Transfer service.

11. Notices.

If required by law, we will notify you of any changes, fees, or other information about Peer Pay.

12. Indemnification.

You agree to indemnify, defend, and hold us and our 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, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Peer Pay.

13. Entire Agreement.

This Agreement, as it may be amended from time to time, together with any other Disclosures or documents provided to you about your Account and Peer Pay, contains the entire Peer Pay agreement between you and Kohler Credit Union and supersedes any other written or oral communications and previous agreements, if any, regarding Peer Pay.

14. Governing Law.

Any Account will continue to be governed by the laws described in the Membership Account Agreement, Funds Availability Policy, & Electronic Funds Transfer (EFT) Disclosure agreement. This Agreement will be construed and interpreted in accordance with federal law applicable to P2P to the extent not superseded by federal or state law.