



## **RBFCUsend User Agreement and Terms & Conditions**

**RBFCUsend is intended to send money to friends, family and others you trust. You should not use RBFCUsend to send money to Recipients with whom you are not familiar or you do not trust.**

You must agree to these Terms & Conditions to enroll in RBFCUsend (the “Service”) provided by RBFCU and described below. By agreeing to these terms, you also agree to the terms of RBFCU’s Privacy Policy (the “Privacy Policy”) and RBFCU’s Paperless Preference Agreement, both of which are referenced in RBFCU’s Membership Agreement & Disclosures (“Membership Agreement”). These terms govern your use of RBFCUsend; please read them carefully. Randolph-Brooks Federal Credit Union (referred to in this agreement as “RBFCU,” “we,” “us,” or “our”) provides this program (“RBFCUsend”) as a person-to-person (P2P) service that allows RBFCU debit cardholders to securely send money as real-time transfers to non-RBFCU debit cardholders (Recipient) within the U.S., for Mastercard® or Visa-branded cards.

### RBFCUsend Terms and Conditions

- 1. Authority and Agreement.** You represent that you have the authority to authorize debits to the enrolled bank account via the active debit card linked to your account. You agree that you will not use RBFCUsend in any way that will violate the conditions of the Membership Agreement. By accepting these Terms and Conditions, you consent to RBFCU’s limited disclosure of your personal information in accordance with our Privacy Policy.
- 2. Operational considerations.** You understand that use of RBFCUsend by you shall at all times be subject to (i) these Terms and Conditions, (ii) your express authorization for RBFCU to initiate a debit entry to your bank account, and (iii) the terms and conditions of your Membership Agreement with RBFCU. RBFCUsend operates on the Mastercard® Send platform. Once the Recipient has provided their card information, the transfer is considered “accepted” and the money is debited from your bank account (unless otherwise provided below), and may not be canceled or revoked. We therefore recommend that you use RBFCUsend to send money only to people you know and trust.
  - a) In most cases, when you are sending money to a Receiver, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, RBFCU and the Recipient’s Financial Institution (FI), we may need additional time to verify your identity or the identity of the person receiving the money.
  - b) When you send money, we will send the intended Receiver a notification to accept the payment. If the Recipient does not accept the notification and provide their payment details within 24 hours, then the money will not be sent, and the transaction will be cancelled. You understand and acknowledge that the Recipient may fail to enroll with RBFCUsend, and/or otherwise ignore the payment notification. The money will not be debited from your account until the Recipient approves the transfer. **Note:** a transaction may be cancelled within the 24-hour period provided the Recipient has not accepted the transfer.
  - c) The money may also be delayed, or the transfer may be blocked, by RBFCU to prevent fraud or comply with regulatory requirements. If RBFCU delays or blocks a transfer that you have initiated, you will be notified accordingly.
  - d) RBFCU has no control over the actions of the Recipient, the Recipient’s FI or other financial institutions that could delay or prevent your money from being delivered to the intended Recipient.
  - e) RBFCUsend may be used to send funds to practically any Recipient who has a consumer or small business debit card in the U.S., for Mastercard or Visa-branded cards. Cross-border transactions are not allowed, nor supported as part of this Agreement.

- 3. Fees.** RBFCU does not charge a fee for this Service. However, if we process a transaction in accordance with your instructions that overdraws your account with us, we may assess a fee for any such overdraft in accordance with the terms of the Membership Agreement.
- 4. Disclaimer of Liability.** Neither RBFCU nor the Recipient's FI shall have any liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of RBFCU or the Recipient's FI, to complete a transaction in the correct amount, or (ii) any related losses or damages. We recommend that you send money only to friends, family and others that you know and trust.

  - a) Neither RBFCU nor the Recipient's FI shall be liable for any typos or keystroke errors that you or the Recipient may make when using RBFCUsend. You understand and agree that you are solely responsible for entering the correct mobile phone number or email address for the intended Recipient; and that you, not RBFCU nor the Recipient's FI, are responsible for any amounts that are transferred to the incorrect person as a result of you entering the incorrect mobile number or email address. Similarly, the Receiver of the transfer is solely responsible for entering the correct card number upon acceptance of the transfer.
  - b) You acknowledge that neither RBFCU nor the RDFI shall have any liability for your failure to comply with the terms and conditions of the Membership Agreement with RBFCU.
  - c) RBFCUsend is intended for sending money to family, friends and others you trust. You should not use RBFCUsend to send money to persons with whom you are not familiar or you do not trust. RBFCU does not offer a protection program for authorized payments made with RBFCUsend (for example, if you do not receive the goods or services that you paid for, or the goods or services that you received are damaged or are otherwise not what you expected).
- 5. Transfer Limitations.** RBFCU may limit the amounts you can send to a Receiver when using RBFCUsend. We may utilize a combination of transaction amount limits, aggregated daily limits or aggregated monthly limits to help deter fraud and illegal usage of RBFCUsend. RBFCU may, at its discretion, determine that you qualify for higher limits on the dollar amount and number of transactions permissible. Such limits are not eligible to be increased nor decreased at your request. In the event that your transfer exceeds a limit, you will be informed at the time of your request.
- 6. Availability of Service.** Subject to these Terms and Conditions, RBFCUsend is generally available twenty-four (24) hours a day, seven (7) days a week, with the exception of outages for maintenance and circumstances beyond the control of RBFCU and a Recipient's FI. Our Member Service Center (MSC) is generally available six (6) days a week, Monday through Saturday, excluding most Federal holidays. Please visit [www.rbfcu.org](http://www.rbfcu.org) for MSC operating hours.
- 7. Point of Contact.** All questions about transfers that you initiated using RBFCUsend should first be directed to RBFCU, and then to the Recipient's FI. We will send you a periodic statement listing transfers facilitated through RBFCU, and any such transfers will appear on the statement. Please retain your personal records from your use of RBFCUsend and check them against the periodic statement you receive from us.
- 8. Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using RBFCUsend. Except as otherwise provided, you also agree to indemnify, defend and hold harmless RBFCU, its members, directors, officers, agents and Recipient's FI from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use RBFCUsend, or any violation by you of the terms of this Agreement.
- 9. Termination or Changes.** Subject to applicable law and pursuant to these Terms and Conditions, RBFCU may terminate or suspend RBFCUsend or your use of the RBFCU mobile app and services, in whole or in part, at any time, for any reason without cause and without prior notice. Any obligations or liabilities incurred by you prior to the date of termination shall survive the termination of this Agreement. You agree that RBFCU may add to, change, or delete the terms of this Agreement from time to time at our sole discretion. Continued use of RBFCUsend will constitute acceptance of and adherence to any such changes.