

# PAY YOUR FRIEND TERMS AND CONDITIONS

## Terms & Conditions

FIRST FINANCIAL BANK, N.A.  
PERSON-TO-PERSON ("P2P") SERVICE TERMS AND CONDITIONS

You are signing up to use the First Financial Bank, N.A. ("Bank") P2P service (the "Service") powered by Acculynk that allows you to send funds to another person. These terms and conditions apply to all products, services and transfers offered or accessible through the Service for all persons using the Service as a Sender or Recipient, or registering to use the 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 the 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 the 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 the 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 the Service as described below.

### Agreement to Use Electronic Signatures

By checking the "I accept the terms of service" check box you are electronically agreeing to the Terms of Use related to the Service. You specifically agree that any electronic signature that you provide through this online process is valid and enforceable as your legal signature. You acknowledge that your electronic signature will legally bind you to this Service Terms and Conditions document just as if you had physically signed the same document 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 and use of the Service through electronic means including web-based electronic interface, mobile phone interface or email.

### How to Withdraw Consent

You may withdraw your consent to receive records, communications, and disclosures in electronic form by contacting us at the phone number or address set out in paragraph number 21 below under the Terms of Use. However, note that once we process your request to withdraw your consent to receive records, communications, and disclosures in electronic form, your access and use of the Service will terminate. Any withdrawal of your consent to receive electronic records, communications, and disclosures will be effective only after we have a reasonable period of time to process your withdrawal.

## **Availability of Printed Copies**

We recommend that you print and retain copies of this Service Terms and Conditions document as well as any related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service.

## **Contact Information**

To use the Service you must provide your current email address so we can send you important information related to your use of the Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

## **Hardware, Software and Operating System**

You must use a computer or smart phone to use the Service. You must have a device that uses a supported version of one of the following browsers: Microsoft Edge, Internet Explorer, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for the Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access the Service. Bank is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to the Service. Bank is also not responsible for viruses or related problems associated with use of these online systems.

## **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 the Service is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Bank or its Service Provider may monitor and audit usage of the Service. You are hereby notified that the use of the Service constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

### **1. Definitions**

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

"NACHA" means the National Automated Clearing House Association.

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

"Sender" is the person who transfers funds to another person through the Service.

"Service" means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.

"Service Provider" is Acculynk 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 computer, mobile phone or other access device.

"Transfer" means an electronic movement of funds from an Account at Bank 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.

"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.

## 2. Description of Service and Consent

Bank debit cardholders may send one-time Transfers to Bank 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 phone. You may register for the Service which will make future Transfers more convenient for you. To use the Service you are providing information to our Service Provider from your computer or mobile phone. Service Provider is a vendor of Bank.

By participating in the Service, you are representing to Bank 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 Bank or its agent, regarding the Transfers and represent to Bank that you have obtained the consent of the Recipients of your intended Transfers.

The Service should only be used to transact with people you know and trust. Do not use the Service to transact with people you do not know, especially if the payment involves the purchase or sale of a good or service. If you use the Service to conduct such a transaction and we later reverse the payment (which could occur if it is determined that this Agreement was violated or if the payment was made using a compromised payment method or Account), you could lose both the underlying goods or services and the money sent for them.

Funds may be transferred to any Account in the United States as long as the Transfer is lawful and allowed by the financial institutions involved.

## 3. Eligibility

Individuals age 18 or older with a deposit account and a debit card at Bank are eligible to use the Service to send funds to a Recipient. Any individual age 18 or older with an Account registered with a U.S. financial institution may use the Service to receive funds that are transferred by a Sender. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Bank does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to Bank, 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.

## 4. Transfers

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer 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 any applicable 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. If the Sender and Recipient are both Bank 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 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 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 MUST ACCURATELY ENTER THE RECIPIENT'S EMAIL ADDRESS OR MOBILE PHONE 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 NACHA and the applicable automated clearing house, as well as any Electronic Funds Transfer 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 the Rules in effect from time to time. In accordance with the Rules, any credit to an Account shall be provisional until Bank or the third party financial 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 Bank, 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, mobile phone number or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize Bank and its service providers to debit your Account to complete the Transfer you request and to make any corrections to such Transfers. If you are receiving funds, you authorize the crediting of your Account using card networks or NACHA.

##### 5. Sender Acknowledgment

By using the Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds 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. REGARDLESS, 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 THE SERVICE FOR ANY REASON INCLUDING ATTEMPTING INSUFFICIENTLY FUNDED TRANSFERS.

## 6. Recipient Acknowledgment

By using the 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, you will be asked to provide Account information including Account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House ("ACH").

IT IS IMPORTANT THAT YOU ENTER ACCURATE INFORMATION. YOU AGREE THAT BANK, THE RECEIVING FINANCIAL INSTITUTION AND OUR SERVICE PROVIDER MAY RELY SOLELY ON THE INSTRUCTIONS YOU PROVIDE. IF YOU ENTER INACCURATE CARDHOLDER OR ACCOUNT NUMBER INFORMATION THE FUNDS MAY BE DEPOSITED INTO ANOTHER PERSON'S ACCOUNT. YOU ACKNOWLEDGE THAT THE FINANCIAL INSTITUTION MAY MAKE THE DEPOSIT BASED ON THE ACCOUNT NUMBER OR 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, 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 the 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 felony under federal law 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 reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

## 7. Fees and Limitations on Transfers

You may transfer up to \$500 per transaction. No more than \$500 per day, or \$5,000 per month may be transferred. Bank may update or change limits on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day or one month. You may send multiple Transfers each day, provided they do not exceed a combined total of \$500. 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 and may result in a transfer from another Account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable (see link to Schedule of Fees in Section 22). 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 phone carrier may charge you for text messaging. Please check your mobile phone service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed and may also charge a transaction fee.

## 8. 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.

## 9. 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 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 account or 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 Bank 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 IRA 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.

## 10. Security

If the 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.

## 11. 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 the Service by assisting in "authenticating" who you are when you access the Site or the 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.

#### 12. Access to Information about You

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

Once you close your Accounts with Bank or you no longer have a debit card, 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.

#### 13. Amendments

Bank 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 may also provide you with an email notification of such amendments. Bank 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 posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

#### 14. Limitations of Warranties

THE SITE AND THE 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 THE SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED 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.

#### 15. Limitation on Liability

IN NO EVENT WILL BANK 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 WHETHER OR NOT CAUSED BY BANK OR 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.

## 16. Limitation on Damages

BANK'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 NOT TO EXCEED \$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.

## 17. Time for Making a Claim

IN NO EVENT SHALL BANK 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 IS NOT ASSERTED 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. THIS LIMITATION WILL APPLY TO ALL CLAIMS AND CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

## 18. Indemnification

You agree to indemnify, defend, and hold Bank 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 your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

## 19. 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.

## 20. Governing Law and Venue

The laws of the State of Texas will govern these Terms of Use, without giving effect to any principles of conflicts of laws. Exclusive jurisdiction and venue for any dispute between us related to or arising out of this Agreement shall be in Taylor County, Texas where Bank's principal offices are located and where performance related to this Agreement occurred.

## 21. Contacting Us

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

First Financial Bank, N.A.

Customer Service 1-855-660-5862

400 Pine Street

Abilene, Texas 79601

## 22. Schedule of Fees

You may access Our Schedule of Fees at [https://www.ffin.com/sites/www.ffin.com/files/files/OA\\_Schedule Of Fees 3-19-2018.pdf](https://www.ffin.com/sites/www.ffin.com/files/files/OA_Schedule_of_Fees_3-19-2018.pdf) .

## 23. Other Disclosures



You may access our privacy policy at <https://www.ffin.com/privacy-policy-personal-banking-first-financial-bank-texas> relating to the collection and use of your information.

Continue

Cancel

You're ready to send money!

FFB Abilene

X

## Pay Your Friend

It is quick, easy and totally secure to send money. Try it today!

Send money to recipient email or mobile number

Recipient gets notification and link to website to collect

Send money to recipient email or mobile number

Recipient gets notification and link to website to collect

\* Initial setup requires a participating debit card. If there are other requirements, they will be listed at the bottom here

Send Money

ShowSubmit