

# Bank of New Hampshire's Pay a Friend P2P Service

## Terms and Conditions

### E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are requesting access to Bank of New Hampshire's ("Bank") Pay A Friend P2P service ("Service"), powered by Payailz. This service allows our eligible customers to send funds to another person utilizing a Supported Device. 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 Bank of New Hampshire for all consumer debit cardholders with a personal checking account, authorized users, account owners, account signers, applicants, and any other person using this Service as a Sender.

### 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 Supported Device 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 in Section 4 below; you have an e-mail account with an Internet Service Provider and e-mail software or web-based e-mail service at which you can receive e-mail messages; and you

have sufficient electronic storage on your computer or access device to store your disclosures, or a printer in the event you wish to save a paper copy of your agreement, disclosures, and notices.

### Agreement to Use Electronic Signatures

By checking the “I accept the terms of service” check box, you are electronically signing this E-Sign Agreement and the Terms of Use related to the Service. 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.

### Availability of Printed Copies

We recommend that you print and retain a copy of these terms and conditions or other related documents from your Supported Device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the disclosure(s), you can do so free of charge by calling us or writing us at the number or address listed below.

### Withdrawal of Consent

You have the right to withdraw your consent at any time, at no cost to you, by calling or writing us at the number or address listed below. [However, if you withdraw your consent you will not be able to access the Service.

### Contact Information

To use this Service, you must be an active Bank Online Banking user with an active email address so 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 "Preferences" section of the Site at any time to ensure that it is accurate.

### [Bank 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 therefore, you should read them carefully.

Unauthorized use of the Service and the Site 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 and the Site. By using the Service you consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of such Account, including without limitation the Account Terms and Condition and Truth in Savings Disclosures (“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 held at the Bank or other U.S. financial institution that may be debited or credited with funds under these Terms of Use that is eligible for the Service.

“Recipient” means the cardholder or account owner to whom the Sender Transfers funds.

“Sender” is the Bank cardholder that Transfers funds to another person through the Service.

“Service” means the person-to-person (P2P) service powered by Payrailz that allows a Sender to send funds to Recipient.

“Service Provider” is Payrailz, 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 Supported Device.

“Supported Device” means a mobile device (e.g. smartphone, tablet) or computer that is able to access the internet or receive text messages.

“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” means the instructions that you provide to Bank to initiate a Transfer through 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.

## 2. Description of Service and Consent

You may initiate a one-time Transfer to Bank customers or a depositor of another U.S. financial institution. A notice of payment is sent to the Recipient by the Sender who provided the Recipient's email address or mobile phone number. The Recipient must have the ability to receive an email if an email address is being utilized for the transfer or text messages if a mobile phone number is being utilized for the transfer. You may initiate Transfer Instructions by use of a Supported Device. To use this Service you are providing

information to our Service Provider from a Supported Device. Service Provider is a vendor of the Bank.

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

### 3. Eligibility

Individuals aged 18 years and older with a personal checking account and a consumer debit card issued by Bank and are a registered user of Online Banking are eligible to use this Service to Transfer funds to a Recipient. Any individual age 18 years and older with an account at a U.S. financial institution that may receive debit card credits (POS) or electronic deposits to their checking account (ACH) may use this Service to receive funds that are Transferred by the Sender. The Service is not offered to individuals under the age of 18. 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 the 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. Hardware, Software and Operating System

You must use a Supported Device to initiate a Transfer to a Recipient. If a Recipient's cellphone number is utilized to initiate a Transfer, the Recipient must have the ability to receive text messages. Your Supported Device must have a current version of one of the following browsers: Internet Explorer, Firefox, Chrome, or Safari or other supported browsers as they become available. You may also use our mobile application ("App") for

this Service if your Supported Device 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 this Service. Bank is also not responsible for viruses or related problems associated with use of these online systems. By accepting these terms, you acknowledge that you meet the hardware and software requirements to access this Service.

## 5. Transfers

You may initiate a one-time Transfer to Bank customers or a depositor of another U.S. financial institution. The Sender provides the Recipient's first and last name, email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 7 calendar days, or the Transfer will be cancelled. 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. Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

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"). You 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 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 funds from the Account whose numbers you provide. You authorize the Bank, directly or through its third party service providers, to make any inquires 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 report and verifying your information against third party databases or through other sources.

You authorize the Bank to debit your Account to complete a Transfer initiated by a Transfer Instruction.

You are responsible for all Transfers you authorize using the Service. If you permit other parties to use the Service to access your Account, you are responsible for any Transfer they authorize. If you believe that your password or other means to access your Account has been lost or stolen, or that someone may attempt to use the Service without your consent or has Transferred funds without your permission, you must notify us at once by writing or calling Bank (see Section 23).

We are not responsible for determining whether taxes apply to your Transfers, or for collecting, reporting or remitting any taxes in connection with any Transfer. You are responsible to determine what, if any, taxes apply to your Transfer you make or receive and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

You may view a history of your payments by logging into the Service. By using the Service, you agree to receiving your transaction history by this method instead of receiving receipts or periodic statements by mail. You will continue to receive your statements for your Account.

## 6. Prohibited 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. You are responsible for complying with all applicable laws in all of your actions related to your use of the Service, regardless

of the purpose of the use. We may suspend or revoke your access to the Service if you do not adhere to these terms.

The following types of payments are prohibited and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- (a) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States).
- (b) Payments that violate any law, statute, ordinance or regulation.
- (c) Payments that relate to sales of (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (iv) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (v) items or services that defame, abuse, harass or threaten others; (vi) items that are considered obscene, (vii) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (viii) certain sexually oriented materials or services, (ix) ammunition, firearms, or certain firearm parts or accessories, or (x) certain weapons or knives regulated under applicable law.
- (d) Payments that relate to transactions that (i) show the personal information of third parties in violation of applicable law, (ii) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (iii) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are for the sale of certain items before the seller has control or possession of the item, (v) constitute money-laundering or terrorist financing, (vi) are by payment processors to collect payments on behalf of merchants, (vii) are associated



with the following activities: the sale of traveler's checks or money orders, currency exchanges or cash checking, or (viii) provide certain credit repair or debt settlement services.

(e) Payments that involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent.

(f) Payments that violate applicable laws or industry regulations regarding the sale of (i) tobacco products, or (ii) prescription drugs and devices.

(g) Payments that involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.

## 7. Refused and Refunded Transactions

When you initiate a Transfer, the Recipient is not required to accept it. You agree that you will not hold us liable for any damages resulting from a Recipient's decision not to accept a Transfer within 7 calendar days.

## 8. Sender Acknowledgment

By using this Service, you, as the Sender, authorize the sending of an email or text message to a Recipient with instructions on 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 Transferring. 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 pursuant to your Transfer Instructions 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, which could result in the loss of funds Transferred pursuant to your Transfer Instructions. The funds that are Transferred and credited to the Recipient's account cannot be recalled by the Bank. 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 your Transfer Instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funded Transfers.

If you receive information about another party through the Service, you agree to keep the information confidential and only use it in connection with the Service.

## 9. Fees and Limitations on Transfers

The maximum amount that can be Transferred each day is \$1,500 with a maximum of \$5,000 per month. You may send multiple Transfers each day. We may modify the amount and frequency of Transfers at any time without notice, except as required by applicable law.

Funds may be Transferred from an Account from which the debit card is authorized to Transfer funds. Such Transfers may overdraw your Account and could result in a transfer from another account to cover the overdraft. In any of these situations, a fee will be charged, as set forth in your Account Disclosure. 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.

### Service Fee

We do not charge a fee to use the Pay A Friend service.

### Overdraft Fee

If we process a Transfer in accordance with your Transfer Instructions that overdraws your Account with us, we may assess a fee for any such overdraft in accordance with your Account Disclosures

#### Other Fees or Charges You May Incur

You are responsible for all access fees and Internet fees charged by your mobile carrier and/or Internet service provider for use with the Service. Please check your agreements with those providers for details on applicable fees.

#### 10. Availability of Transferred Funds

Funds Transferred from the Sender's Account should take place immediately. However, the timing of funds received by Recipient will depend on:

- a. when the Recipient responds to the email or text message:
- b. what method the Recipient selects to receive the funds (generally, Debit Card Transfers are within 60 minutes and Checking Account Transfers (ACH) are within 2 business days); and
- c. when the Recipient's financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of the Recipient's financial institution.

#### 11. Issues Affecting the Posting of Transfers

You authorize us to debit your Account to complete the Transfer you request. 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 the 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.

If the Recipient's financial institution contacts us or our Service Provider for information regarding a Transfer, you authorize us to discuss the details of the Transfer in question.

## 12. Browser Information and Related Issues

When you utilize the Service, 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.

## 13. Termination of Service; Account Information

If you wish to cancel the Service, you may contact us as set forth in Section 23 below. Any Transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend use of the Service at any time for any reason or no reason. Once you close your Accounts with the Bank, terminate your Online Banking access, or you no longer have a debit card, you may no longer send Transfers. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## 14. Amendments

Bank may amend this Agreement, the 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 or advance written notice to you is required by applicable law. Bank may also provide you with an email notification of such amendments. The 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 Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

#### 15. Limitations of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE BASIS” 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, ERROR-FREE OR SECURE ACCESS TO ANY PART OF THE SITE OR THE SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. IF YOU ARE DISSATISFIED WITH THE SERVICE OR THE TERMS OF THIS AGREEMENT AND TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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

#### 16. Limitation on Liability

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 CAUSED BY 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.

#### 17. 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 UP TO A MAXIMUM OF \$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.

#### 18. 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 YOU DO NOT STATE IN WRITING 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. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

#### 19. Indemnification

To the maximum extent permitted by law, 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 and/or the Site, our reliance on your 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.

## 20. Assignment

You may not transfer or assign any of your rights or obligations under this Agreement. We may transfer or assign this Agreement or any of our right or obligation under this Agreement at any time to any party. We may also assign or delegate any of our rights or obligations under this Agreement to any party, including without limitation, the Service Provider.

## 21. 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.

## 22. Jurisdiction

The Site is created and controlled by Bank of New Hampshire in the State of New Hampshire. As such, the laws of the State of New Hampshire will govern these Terms of Use, without giving effect to any principles of conflicts of laws.

## 23. Contacting Us

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

Bank of New Hampshire  
62 Pleasant Street  
Laconia, NH 03246

1.800.832.0912

### Disclosure Access

You may access Our Privacy Policy at <https://www.bnh.bank/wp-content/uploads/2023/05/PrivacyPolicy.pdf> relating to the collection and use of your information.

You may also access Our Electronic Banking Disclosure at: <https://www.bnh.bank/wp-content/uploads/2023/05/Electronic-Banking-Disclosure-Effective-April-3-2023.pdf>