

To enroll in the Open Transfer service, the User must consent to receive notices and information about the service electronically. The User must have the ability to receive and retain electronic communications before accepting the terms of agreement for Open Transfers ("Agreement"). This agreement sets forth the terms and conditions under which Agriculture Federal Credit Union member may from time to time request a transfer of funds in his/her Credit Union account(s) to an account(s) he/she owns at another financial institution or a transfer from that account to AgFed account(s). These terms and conditions affect the User's rights and the User should read them carefully. The Credit Union reserves the right to provide information and notices about the Open Transfer Service to the User by non-electronic means.

### Definitions

1. "ACH Network" means the funds transfer system, governed by the National Automated Clearinghouse Association (NACHA) Operating Rules, which provides funds transfer services to participating financial institutions.
2. "Business Day" means any day that is not a Saturday, Sunday or bank holiday.
3. "Eligible Credit Union Account" means the User's Credit Union deposit account that is eligible to be used with the Open Transfer service and is enrolled in the service.
4. "User" is defined as each person that has an interest in the account or other relationship which is accessible through AgFed Online and the person authorized to access such AgFed online services.
5. "Verified Account" means an account that the User owns at another financial institution located in the United States that is enrolled in the Open Transfer service.

### Description of Service

The Open Transfer service enables the User to request a transfer of funds: (1) from the User's eligible Credit Union account to a verified account held by the User at another financial institution); or (2) from a verified account from another financial institution to the User's eligible Credit Union account. Funds movement will be made by an Electronic Funds Transfer through the Automated Clearinghouse (ACH) Network to execute Open Transfer requests, but other methods of transfer may also be used. All requests must be made through the AgFed's Online Banking system and are subject to the terms of the Member Agreement, this Agreement, other applicable Account Agreements and applicable laws and regulations.

Authorization to transfer funds using the Open Transfer Service hereby represents and warrants the Credit Union that the User owns each eligible Credit Union account and verified account, and that the User has full rights and authorities to all the funds on deposit therein. In addition, the User authorizes AgFed to execute and charge his/her eligible Credit Union account(s) for any Open Transfer request to a verified account and from a verified account to the User's eligible Credit Union account, including any related fees, any applicable dollar limits and time delays to complete transfers when the Open Transfer requests are made in accordance with the procedures established by the Credit Union. The User understands and acknowledges that AgFed has no obligation to execute any request for a transfer using the Open Transfer service that is not initiated in accordance with such procedures. The User further acknowledges that the acceptance and processing of an

Open Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until the User has informed the Credit Union, in a manner specified by AgFed, that the User has revoked the authorization and AgFed has had a reasonable opportunity to act on it.

### **Information Relied Upon by the Credit Union**

The User acknowledges and agrees that AgFed is relying upon the information the User provides in originating an Open Transfer on his/her behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding the verified account are the User's responsibilities. Although the User represents and warrants the Credit Union that the User is the owner of each verified account and describes it to AgFed by name and account number (or any other number), the User understands and agrees that if an Open Transfer instruction identifies a verified account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. The User understands that financial institutions holding the User's verified accounts may not investigate discrepancies between names and numbers. In addition, the User agrees that the Credit Union has no responsibility to investigate discrepancies between names and account numbers.

### **Limited Power of Attorney:**

THE USER ACKNOWLEDGES AND AGREES THAT WHEN AGFED ORIGINATES A REQUEST FOR A TRANSFER USING THE OPEN TRANSFER SERVICE, THE CREDIT UNION IS ACTING AS HIS/HER AGENT. THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CREDIT UNION AS THE AGENT UNDER THIS LIMITED POWER OF ATTORNEY.

### **Security Procedures**

The User agrees that AgFed will initiate a funds transfer request for the User only after the User's access to the eligible Credit Union account(s) through its online banking service is established using login credentials. The User acknowledges and agrees that AgFed has established commercially-reasonable security procedures for the Open Transfer service. The User understands that the security procedures are designed to authenticate his/her identity before accepting a request for an Open Transfer and not to detect errors in the content of the instruction.

### **Verification of Accounts at Other Financial Institutions**

After agreeing to this Agreement and providing any additional information requested, the User may enroll accounts that are held at other financial institutions (each, a "Third Party Account") in the Open Transfer service. The User hereby authorizes the Credit Union to verify a Third Party Account by a Confirmation of Trial Deposits. The User authorizes the Credit Union to verify Third Party account through the use of a trial transfer, in which three low value payments will be credited to the account. Once the verification process is successful, each Third Party Account will become a Verified Account.

### **Limits on Open Transfers**

Daily	\$2,500
Monthly*	\$30,000

\*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which an Open Transfer request is executed (i.e., originated) by AgFed.

## **Service Fees and Charges**

The User understands and agrees that the he/she is responsible for paying all fees associated with the use of the Open Transfer Service. The User authorizes the Credit Union to charge his/her eligible Credit Union account (or any other of the User's accounts at AgFed) for any service fees and charges applicable to transfers requested through the Open Transfer Service in accordance with the Credit Union's fee schedule in effect at the time they make an Open Transfer request. AgFed reserves the right to change the fees charged for the use of the Open Transfer Service.

## **Execution of a Request for an Open Transfer Standard Transfers**

The User's request for a Standard Transfer will be executed on the current Business Day so long as it is initiated by the cut-off time of 5:00 p.m. EST. If the request for a Standard Transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, AgFed will not process the request until the next Business Day.

## **Actions Taken Upon an Unsuccessful Open Transfer**

If the funds transfer fails, AgFed will notify the User by email, or telephone, so that the User may contact his/her financial institution where the verified account is held in order to understand the reason for such failure.

## **Rejection of an Open Transfer Request**

AgFed reserves the right to reject a funds transfer request. The Credit Union may reject the request if the dollar value of one or more of the User's transfer requests exceed the User's daily or monthly transfer limit (as described above); if the User has insufficient or uncollected available funds in his/her eligible Credit Union account for the amount of the Open Transfer, plus any applicable fee; if the User request is incomplete or unclear; if AgFed identifies a security risk related to a requested transfer; or if the Credit Union is unable to fulfill the request for any other reason. The User understands and agrees that if AgFed rejects a request for an Open Transfer for one or more of the reasons set forth above, the User will be informed of the rejection during the online session, by email, or telephone as soon as the Credit Union has determined that the request has been rejected.

## **Cancellations, Amendments or Recalls of an Open Transfer Request**

The User may cancel or amend a funds transfer request only if AgFed receives the request prior to the execution of the funds transfer, or at a time that provides the Credit Union with a reasonable opportunity to act upon that request. AgFed shall not be liable to the User for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of the funds transfer request.

## **Transfers Subject to the Rules of the Third Party Accounts**

Additionally, all funds transfers are also subject to the rules and regulations governing third party accounts. The User agrees not to request any Open Transfers from or to verified accounts that are not allowed under the rules or regulations applicable to such account.

## **Delays, Non-Execution of Funds Transfer Request**

The User agrees that the Credit Union shall not be responsible for any delay, failure to execute, or misdirection of the funds transfer request due to circumstances beyond AgFed's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of the funds transfer request to the financial institution or execution of such request by the financial institution,

whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary or beneficiary financial institution.

THE CREDIT UNION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY OR BENEFICIARY FINANCIAL INSTITUTION TO CREDIT THE USER'S BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

### **Unauthorized Open Transfers**

The User understands that if there is a belief that his/her Credit Union accounts have been accessed without his/her authority, or someone else has learned his/her access credentials for online banking, or an unauthorized Open Transfer request along with other types of online banking transactions have been made from one of his/her accounts, the User must notify AgFed immediately by telephone at (202) 479-2270 or (800) 368-3552. By providing such a prompt notice, the User may limit his/her personal liability for unauthorized transfers, as more fully described in the "Unauthorized Transactions" section of the Electronic Funds Transfer Agreement and Disclosure Statement.

### **Significance of Email Notices about the Open Transfer Service**

The User agrees that all email notices sent to the User regarding the status of his/her Open Transfer requests are simply service messages and will not constitute a transaction receipt or an official Credit Union record with respect to an Open Transfer. The User acknowledges and agrees that these notices will be sent to the email address contained within the Online Banking service the User provided during his/her enrollment in the service, even if the User has informed the Credit Union separately in the past (or chooses to do so in the future) to not send the User marketing messages at that same email address.

### **Means of Transfer**

The User understands that AgFed uses a variety of banking channels and facilities to make funds transfers, but will primarily process the request using the ACH Network. AgFed may choose any reasonable means that it considers suitable to complete a transfer that the User requests using the Open Transfer service. The User authorizes the Credit Union to choose the means AgFed deems suitable to cause each Open Transfer request to be completed successfully. The other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. The User agrees to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network and Federal Reserve System.

### **Currency of Funds Transfers**

The Open Transfer service is available for funds transfers to verified accounts in the United States only and is made in U.S. dollars only.

### **No Unlawful or Prohibited Use**

As a condition of using the Open Transfer service, the User warrants to the Credit Union that he/she will not use the Open Transfer service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. The User further warrants and represents that he/she will not use the Open Transfer service in any manner that could damage, disable, overburden, or impair the Open Transfer service or interfere with any other party's use and enjoyment of such service. The User may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Open Transfer service. The User agrees that these warranties and

representations will remain in full force and effect even if this Agreement terminates for any reason.

## **Service Changes and Discontinuation**

AgFed may modify or discontinue the Open Transfer service, with or without notice, without liability to the User at any time. The Credit Union reserves the right, subject to applicable law and regulation, to terminate the User's right to use the Open Transfer service at any time and for any reason, including, without limitation, if AgFed, in its sole judgment, believes the User has engaged in conduct or activities that violate any of the terms of this Agreement or, if the User provides AgFed with false or misleading information or interferes with other Users or in the administration of the Open Transfer service.

## **Proprietary Rights**

The User acknowledges and agrees that AgFed and its agents own all rights in and to the Open Transfer service. The User is permitted to use the Open Transfer service only as expressly authorized by this Agreement. The User may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Open Transfer service or any other services or technology.

## **Indemnity**

In consideration of the Agreement by the Credit Union to act upon the User's request to make an Open transfer in the manner provided in this Agreement, the User agrees to indemnify and hold AgFed, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of their acting upon Open Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify the Credit Union against its gross negligence, bad faith, or willful misconduct.

## **Claims; Limitation of Liability; No Warranty**

The User agrees to notify AgFed promptly of any errors after he/she receives notification that the Open transfer request has been executed; the User will tell the Credit Union of any delays or other problems related to the request. If the funds transfer request is delayed or erroneously executed as a result of AgFed's error, the Credit Union's sole obligation to the User is to pay or refund such amounts as may be required by applicable law. Any claim for dividends payable by AgFed shall be at the Credit Union's published share/savings account rate in effect. In any event, if the User fails to notify AgFed of any claims concerning the funds transfer request within a time period specified by applicable law, from the date in which the notification was sent that the User's request has been executed, the User will be barred from any claims against the Credit Union.

THE USER AGREES THAT THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE USER GRANTING AGFED AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) THE USER'S DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR THE USER'S INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH THE USER OPEN TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL THE CREDIT UNION BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH THE USER'S OPEN TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, AGFED, ITS DIRECTORS, OFFICERS, EMPLOYEES

AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE OPEN TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE OPEN TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY AGFED FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE OPEN TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

### **Amendments**

The User agrees that AgFed reserves the right to change the terms and conditions of this Agreement as required by law or Credit Union policy. Unless otherwise required by law, the Credit Union may amend this Agreement without prior notice to the User. If AgFed chooses to notify the User of an amendment or is required to do so by law, the Credit Union may ask the User to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to the User at the last address AgFed has on file for him/her.

### **Governing Law**

This Agreement shall be governed by the laws of the District of Columbia and Federal Government, as applicable.

### **Electronic Consent and Acceptance of Terms and Conditions**

In order to enroll to use the Open Transfer service, the User consents to receive and accept the terms and conditions of the User Agreement for Open Transfer Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to the User, AgFed will notify the User by email, at the public email address provided for notices pertaining to this service, of the new or different terms and conditions or will provide by a link within such email where the User may view the new or different terms and conditions on a website. The User understands and agrees that the Credit Union reserves the right to provide any such notices to the User in printed form. A record of each funds transfer request will be made available to the User electronically at the time each Open Transfer is requested and in summary form as part of the periodic statement for the User's eligible Credit Union account to or from which the Open Transfer is requested. The User may withdraw his/her consent to have this information provided electronically by contacting AgFed in a manner specified by the Credit Union. However, by doing so, the User understands that he/she will terminate his/her right to use the Open Transfer service. Withdrawing his/her consent in this manner will not prevent the User from re-enrolling for the Open Transfer service.

### **Required Equipment**

In order to use the Open Transfer service and to view and retain a copy of the terms and conditions contained in this Agreement, the User understands that he/she must have a computer equipped with at least: a browser with 128-bit encryption and either a printer or a disk drive or other electronic storage device. The User understands that he/she can also obtain a printed copy of this Agreement by calling (202) 479-2270 or (800) 368-3552.

### **Consent and Agreement**

By clicking on the "I Agree" button below, the User agrees: (1) he/she has software and equipment that satisfies the above requirements; (2) to receive information about the Open Transfer service, including the Agreement

and any subsequent amendments to it, electronically; and (3) has received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the Open Transfer service can only occur electronically, the User understands that he/she will be unable to proceed if he/she does not click on this button. AgFed reserves the right to provide information and notices about the Open Transfer service to the User by non-electronic means.

## P2P (Person To Person) Payment Agreement

### Introduction

The following Terms and Conditions ("Agreement") apply to our P2P (Person to Person) Payments service.

### Acceptance

By accepting this Agreement and by using P2P, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of P2P. Please read this Agreement carefully before accepting. 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 AgFed Account accessed through this service is also subject to the Account Disclosures and Regulations for the Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees which may also apply to your use of P2P.

### Definition of Terms

"P2P (Person-to-Person) Payments" means the service powered by PayPal allows you to send funds to an outside email or cell phone number.

"Text Banking" and "SMS" (Short Messaging Service). It is also referred to as text messaging service.

"You" and "Your(s)", mean each person who applies to use the service and each person who uses the service.

### P2P (Person-to-Person) Payments powered by Pay Pal™

Every Online Banking user is automatically enrolled for P2P (Person-to-Person) Payments powered by PayPal™ ("P2P Payments"), a service that allows users to send money via Online Banking to others via a cell phone or email address through the PayPal™ network. Sending money does not require having a PayPal™ Account, but the following rules do apply regarding PayPal's™ role in processing P2P Payment transactions that use the PayPal™ network.

### PayPal's™ Relationship with You

PayPal™ is only a Payment Service Provider. PayPal™ helps you make payments to and accept payments from third parties. PayPal™ is an independent contractor for all purposes, except that PayPal™ acts as your agent with respect to the custody of your funds only. PayPal™ 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 User or ensure that a recipient will complete a transaction.

Intellectual Property. "PayPal.com", "PayPal", and all logos, related to the service, are either trademarks or registered trademarks of PayPal™ or its licensors. You may not copy, imitate or use them without PayPal's™ prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal™. You may not copy, imitate, or use them without our prior



written consent. You may use HTML logos provided by PayPal™ through our merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal™ or the service or display them in any manner that implies PayPal's™ sponsorship or endorsement. All right, title and interest in and to the PayPal™ website, any content thereon, the services, the technology related to the PayPal™ services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of PayPal™ and its licensors.

Transaction History. You may view your transaction history by logging into Online Banking and looking at your Account History. Your history is also available through online banking and the periodic statements we provide you.

## **Eligibility for P2P Payments**

Identity Authentication. You authorize PayPal™, 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 report and verifying your Information against third party databases or through other sources.

## **Sending Money via Online Banking P2P Payments**

- 1. Sending Limits** - PayPal™ may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service (in addition to any limits set by us).

### **Sending Limitations**

- i. Minimum transfer amount is \$10.00.
- ii. Daily transfer limit is \$2,500.00.
- iii. Rolling 30 day limit is \$30,000.00.

- 2. Bank Transfers** - When a Online Banking P2P Payment is made, the funds are immediately transferred from your account for transfer and credit to PayPal™ to provide funds to the recipient. You agree that such requests constitute your authorization to us and PayPal™ to make the transfers. Once you have provided your authorization for the transfer, you may not be able cancel the electronic transfer.

- 3. Refused and Refunded Transactions** - When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal™ or AgFed liable for any damages resulting from a recipient's decision not to accept a payment made through the service. We will return any unclaimed, refunded or denied payment to your Account within 30 Days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account, less any fee outlined in the fee disclosure.

## **How to Notify Us of Unauthorized EFT, Lost Device, Error or Inquiry**

1. You agree to notify us immediately if you believe your user name, password, or PIN has become known or an unauthorized transaction has occurred involving your Account. Telephoning is the best way of keeping your possible losses to a minimum. Please call us immediately. You may also send a message via Communication Center, a secure messaging by logging into online banking.
2. You must include the following information: Your name and Account number; a description of the error, loss and/or EFT 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 EFT.

3. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.
4. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared.

### **Financial Institution's Liability**

If we do not complete a Transfer to or from your Account, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the Account.
3. If your Account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law of The District of Columbia and/or federal government.
6. If any electronic terminal, telecommunication device, or any part of the online banking electronic fund transfer system is not working properly and you knew about the problem when you started the Transfer.
7. If you have not properly followed the on-screen instructions for using P2P.
8. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the Transfer, despite reasonable precautions that we have taken.

### **Fees**

However, you will be responsible for any excess transaction fees that may apply to your Account.

### **Transfer Limitations**

1. Minimum transfer amount is \$10.00.
2. Daily transfer limit is \$2,500.00.
3. Rolling 30 day limit is \$30,000.00.

### **Notices**

We will notify you of any changes, fees, or other information about P2P, if required by law. Notices required

to be given by us under this Agreement or by law may be sent electronically or in writing mailed to you at the mailing address that we have on file.

### **Indemnification**

You agree to indemnify, defend, and hold AgFed and our affiliates, officers, directors, employees, consultants, agents, P2P 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 P2P.

### **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 P2P service and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to P2P.

### **Governing Law**

Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with federal law applicable to P2P and to the extent not superseded by federal law.