**Introduction**

The following Terms and Conditions apply to United Bank of Union and TorchPay, a Peer-to-Peer (P2P) Payment Service.

**Acceptance**

By using TorchPay, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of TorchPay. Please read this Agreement carefully before use. We may amend these terms, and modify or cancel services and features we offer, from time to time without notice, except as may be required by law. Any deposit Account accessed through this service is also subject to the Account Disclosures and Regulations for the Account (“TIS Disclosures”). You should review the TIS Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of TorchPay

**Definition of Terms**

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

“We,” “Us,” “Our,” means United Bank of Union. "You" and "Your(s)," means each card holder who applies to use the service and each person who uses the service.

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

**TorchPay - Powered by Neural Payments**

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

**Neural Payments’s Relationship with You**

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

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

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

**Eligibility for P2P Payments Identity Authentication**

You authorize United Bank of Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report and verifying your Information against third party databases or through other sources. United Bank of Union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments by any United Bank of Union card holder.

**Sending Money via Mobile and Digital Banking P2P Payments**

**Sending Limits.** Neural Payments 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). The daily transfer limit is $1,000. The monthly transfer limit is $4,000. The Transfer Limitations noted above may be changed at any time by United Bank of Union without prior notice to the TorchPay users.

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

**Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold Neural Payments or the United Bank of Union 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 **24 hours** 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. For PayPal or Venmo transfers, you can request to cancel a transaction at any time prior to the recipient declaring how they would like to receive their funds.

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

If you believe that an error has occurred or a transaction has been made without your authorization, notifying United Bank of Union promptly is the best way to keep your possible losses down. You could lose all the money in your account (plus your overdraft protection limit). If you tell us within 2 business days after you learn of the loss, you can lose no more than $50 if someone used your account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, tell us at once. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appears. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods

You must include the following information: Your name and Account number; a description of the error, loss and/or Transfer that you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and, the dollar amount of the suspected error or unauthorized Transfer.

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

How you Can notify us:

* Visit us at any branch location
* Call us at (636) 583-2555
* Write to: Union Bank of Union, Customer Service, 15 East Main St Union MO 63084

**Claims, Limitation of Liability, No Warranty**

You agree that within 10 days after you receive notification that your TorchPay request has been executed, you will tell the United Bank of Union of any errors, delays, or other problems related to your request. If your funds Transfer request is delayed or erroneously executed as a result of the United Bank of Union’s error, the United Bank of Union’s sole obligation to you is to pay or refund such amounts as may be required by applicable law. If you initiate a payment to a party or payee to which you did not intend, you are responsible to contact the receiving party to have the funds returned. United Bank of Union or any of its payment processors are not responsible for payments which were made in error by you or anyone you authorized to make payments on your behalf. Any claim for interest payable shall be at the current stated account rate. In any event, if you fail to notify United Bank of Union of any claim concerning your funds Transfer request within 60 days from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

**Fees**

We currently do not charge a fee for transfers using TorchPay.

**Notices**

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

**Indemnification**

You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of TorchPay.

**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 TorchPay and Accounts, contains the entire TorchPay agreement between you and United Bank of Union and supersedes any other written or oral communications and previous agreements, if any, with regard to TorchPay.

**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 or state law.