

**Hours of Access** - You can use the system from 9:00 a.m. to 3:00 p.m., Monday through Saturday, except during holidays and during days when our office is closed for any reason. System services may not be available occasionally due to emergency or scheduled system maintenance.

**Your Password** - For security purposes, you are required to create a password upon your initial use of the system. You determine what password you will use. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree not to disclose it to another party. Upon three unsuccessful attempts to use your password, your access to the system will be revoked. To re-establish your authorization to use the system, you must verify your assigned user ID number, answer two questions that we will determine from your enrolment form and create a new password.

We recommend that you create a password that utilizes both upper-and lower-case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**Security** - You understand the importance of your role in preventing misuse of your accounts through the system. You agree to protect the confidentiality of your account and user ID number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and user ID number are intended to provide security against unauthorized entry and access to your accounts.

**Fees and Charges** - You agree to pay the fees and charges for your use of the system services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the account on your Enrollment Form. If you close your bank account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement.

**Current Fee Schedule –**

ACH Origination/Debit - \$5.00 per bank transaction

Returned Check Fee - \$20.00 per item

Other Remittance Commissions, Service Fees and Delivery Fees apply

**Posting of Transfers** - Transfers initiated through the system before 3:00 p. m. (Central Time) on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. (Central Time) on a business day or anytime on a non-business day (on Saturday or holiday) will be posted on the next business day.

**Disclosure of Account Information and Transfers** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, some transactions, such as large currency transactions, must be reported to the government, in compliance with the provisions of the US Patriot Act. In addition, we routinely inform credit bureaus when accounts are closed due to unpaid balances.

We may also seek information about you from others, such as the credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to the system. You agree and hereby authorize all of these transfers of information. However, we do not sell or share your information to third parties other than those mentioned above.

**In Case of Errors or Questions about Your Electronic Transfers** - If you need more information about a transfer or think that an error was committed, telephone us at (773) 334-4999, write us at 5232 N. Western Avenue, Chicago, IL 60625 or send us an e-mail at [communitybuilder@sbcglobal.net](mailto:communitybuilder@sbcglobal.net) as soon as you can. We must hear from you no later than 60 days after the problem or error appeared. When you contact us:

- (1) Tell us your name and user ID;
- (2) Describe the error 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

(3) Tell us the dollar amount of the suspected error.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not be able to complete our investigation.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Your Liability for Unauthorized Transfers—** CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses.

Call us at (773)334-4999 or e-mail us as soon as you can at [communitybuilder@sbcglobal.net](mailto:communitybuilder@sbcglobal.net) .

We will not be liable for any unauthorized transaction requests or other requests of any kind made using your user ID and password **before** you notified us of a theft or unauthorized use and we are given a reasonable opportunity to review and act on that notice.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement.

We do not and cannot warrant that the system will operate without errors, or that any or all System Services will be available and operational at all times.

Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, employees, agents or contractors are not li-

able for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the system, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty.

In no event shall the liability of Cirera Express Corporation exceed the amounts paid by you for the services provided to you through the system.

**TERMINATION** – We may discontinue this service at any time without prior notice. We may also revoke your right to participate in this program, but if we do, we will give you a written notice of such revocation. You may also cancel your participation in this program at any time by providing us with written notice by postal mail. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfers disclosures, may be sent by us through postal service or by e-mail. You agree to notify us immediately of any change in your e-mail address.

This Agreement is also subject to applicable federal laws and the laws of the State of Illinois (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

**ACKNOWLEDGEMENT**—I agree to the Terms and Conditions for the Cirera Express Remit-By-Phone (Electronic Fund Transfer by automated clearinghouse [ACH]) services shown above.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



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REMIT-BY-PHONE SYSTEM©2005

**REMIT-BY-PHONE SYSTEM**  
**TERMS AND CONDITIONS OF**  
**AGREEMENT BETWEEN REMITTER AND**  
**CIRERA EXPRESS CORPORATION**

**Agreement** - This Agreement is a contract that establishes the terms and conditions governing CIRERA EXPRESS CORPORATION'S REMIT-BY-PHONE SYSTEM. By using this system, you accept all the terms and conditions of this Agreement. *Please read it carefully.*

**Enrollment** - To use the system, you must have one checking or savings account enrolled at Cirera Express, access to a telephone and preferably, an e-mail address.

Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment and give you a user ID number.

Upon receipt of this letter of confirmation, you will need to call our office to create a password, which will be entered in the system. The system can be used to access only the bank account which you have designated for access by the system in your Enrollment Form. If need arises, you can amend or change your bank account on record or from this Agreement by completing a new Enrollment Form which then replaces the old one on file.

**Method of Payment** – Each time that you initiate a transaction, you authorize us to initiate an electronic automated clearinghouse (ACH) debit on your account, payable to us in the amount of the transaction. The amount of the transaction will be the payment amount (from your instructions) and will be presented to your bank for debit to your account on the transaction date. We will present the ACH debit electronically.

**Overdrafts/ NSF** - If your bank account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, you agree to pay the amount owed to the company and be assessed an additional non-sufficient funds fee listed in the current fee schedule in this agreement.

**SYSTEM Services** - You can use the system to remit money to your beneficiary or beneficiaries in the Philippines.