

Federal Reserve Bank

FEDTRANSACTION ANALYZER[®] SERVICE

1 GENERAL

- 1.1 This Appendix, together with ~~Sections 2.2, 4.3, 6, 7.2, 7.3, and 7.4~~ the applicable terms of Operating Circular 1, sets forth the terms and conditions under which the Federal Reserve Banks (Reserve Banks) offer the FedTransaction[®] Analyzer Service to Customers (as defined below).

2 DEFINITIONS

For the purposes of this Appendix, the following definitions apply:

- 2.1 **Customer** means an Account Holder or other eligible Financial Institution that has a FedLine Advantage[®] connection and that has enrolled in the Service in the manner prescribed by the Reserve Banks.
- 2.2 **Report** means, with respect to a Customer, an electronic record generated through the use of the Service that contains post-processing information about that Customer's Financial Services transactions. "Statements of Account" or "Statements of Service Charges" as well as reports generated through the use of other reporting tools such as the FedPayments[®] Manager, are not Reports for purposes of this appendix.
- 2.3 **Service** means the FedTransaction[®] Analyzer Service.
- 2.4 Capitalized terms not defined here are defined in Operating Circular 1.

3 THE SERVICE

- 3.1 The Service permits Customers to generate Reports by selecting from a set of predefined sorting/search options established by the Reserve Banks. For a current description of the transaction data available through the use of the Service and the hours of availability visit www.FRBservices.org. A Customer may view, download and/or print a Report after it is created until the Customer exits out of the Report. The Reserve Banks have no obligation under this appendix to retain copies of Reports.
- 3.2 The Reserve Banks reserve the right to limit the number of Reports that a Customer may request during a specified period. The Reserve Banks further reserve the right to restrict access to the Service without advance notice at any time that the Reserve Banks, in their sole discretion, have reason to believe that such access poses an actual or potential risk to the security or operation of the Service or of any other Reserve Bank service or system.
- 3.3 The Customer agrees to use the Service for its internal business purposes only.

4 LIMITATIONS OF LIABILITY

- 4.1 In providing the Service, a Reserve Bank shall be liable only to a Customer and only for actual damages incurred by the Customer and proximately

caused by a Reserve Bank's failure to exercise ordinary care. The amount of a Reserve Bank's liability to a Customer for any claim, loss, liability or expense so caused is limited to either the amount of: (a) any fee the Customer paid to a Reserve Bank specifically for the Service during the one-month period preceding the occurrence giving rise to the claim; or (b) if the Customer paid no fee to a Reserve Bank specifically for the Service during the one-month period preceding the occurrence giving rise to the claim, the amount of the access fee paid by the Customer to a Reserve Bank for the Customer's electronic connection providing access to the Service during the one-month period preceding the occurrence giving rise to the claim. A Reserve Bank is not liable for lost profits, claims by third parties, or consequential or incidental damages, even if the Reserve Bank has been informed of the possibility of such damages.

- 4.2 Notwithstanding Section 4.1, the Reserve Banks are not liable for any loss or damage resulting from the Service being unavailable.
- 4.3 The Reserve Banks shall have no liability for any claim with respect to the Service that has not been commenced within one year from the date of the occurrence that gives rise to the claim.

5 **DISCLAIMER OF WARRANTIES**

THE RESERVE BANKS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER IN CONNECTION WITH THE SERVICE (INCLUDING, WITHOUT LIMITATION, REPORTS OR DATA FURNISHED IN REPORTS), INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A RESERVE BANK OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE SERVICE SHALL GIVE RISE TO ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE RESERVE BANKS' OBLIGATIONS HEREUNDER.

6 **TERMINATION**

A Customer may terminate its enrollment in the Service by giving not less than five business days prior written notice to its ~~Administrative Reserve Bank ARB~~ via the established credential deletion process. In addition to their rights under Section 3.2 of this Appendix, the Reserve Banks may terminate a Customer's enrollment in the Service at any time.

~~7 **AMENDMENT**~~

~~The Reserve Banks reserve the right to amend this Appendix at any time.~~