



## University Federal Credit Union ("UFCU") Account-to-Account (A2A) Transfers Terms of Use

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BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND UNIVERSITY FEDERAL CREDIT UNION (YOUR FINANCIAL INSTITUTION). THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") between you, the depositor (hereafter "You") and your Financial Institution, authorize UFCU to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a Financial Institutions with which You have a deposit relationship (an "External Account"). The Digital Banking Platform refers to mobile banking application and UFCU Online Banking. This Agreement supplements, but does not replace, Your Membership and Account Agreement, as updated from time to time, that you have with UFCU, which is hereby incorporated in full by reference herein.

1. Transmittal of Requests for Entries By You.

You shall transmit requests for transfers, either credit or debit Entries to UFCU via the forms and formats accessible on the UFCU's Digital Banking platform. Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Digital Banking Platform to verify that you are authorized to transact business on the relevant External Account.

2. Security Procedure.

a. You and UFCU shall comply with the security procedure requirements with respect to Entries transmitted by You to UFCU, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between UFCU and You. Your verification that the Entry you submit on the Digital Banking Platform is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.

b. You are strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Digital Banking Platform, the Online Services, or otherwise provided by the Financial Institution. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify UFCU immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by UFCU prior to receipt of such notification plus a reasonable time period thereafter for UFCU to act on such notice.

3. Compliance with Security Procedure.

a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by UFCU purports to have been transmitted or authorized by You, it will be conclusively deemed effective by UFCU, and UFCU shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay UFCU the amount of such Entry even though the Entry (or request) was not authorized by You, provided UFCU accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. UFCU shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Digital Banking Platform.

b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by UFCU was transmitted or authorized by You, You shall pay UFCU the amount of the Entry, whether or not UFCU complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if UFCU had complied with such procedure.

4. Processing Transmittal and Settlement by Financial Institution.

Except as provided Section 5, Rejection of Entries, UFCU shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (iii) settle for such Entries as provided in the Rules and (iv) transmit such Entries as an Originating Depository Financial Institution to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator.

There are 2 methods of member verification:

(1) Instant Verification: You will be directed to put in online banking and or mobile credentials at another Financial Institution You are affiliated with to add your account into the application.

(2) Micro-Transactions- To add an external account manually, the member can start typing in the search bar or scroll to the bottom of the list of financial institutions. They will then Click "My bank is not on the list enter account manually". Then Enter the required information. The user will be given additional information and further instruction about manually linking their account via micro deposit. A \$0.01 deposit will be sent within 3 business days with a 4 digit code to verify banking information. The code can then be entered in to complete the verification process within 7 days.

#### Rejection of Entries.

UFCU may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. Financial Institution may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on the Digital Banking Platform or this Agreement. UFCU shall notify You by e-mail to your e-mail account associated with your access to the Digital Banking Platform, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by UFCU to the ACH or, its Effective Entry Date. UFCU shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. UFCU may impose restrictions or terminate your ability to participate in the A2A Service in the event of excessive returns or any other practice it deems to constitute a risk.

#### 5. Cancellation or Amendment by You.

You shall have no right to cancel or amend any request for an Entry after its receipt by UFCU. The Digital Banking Platform will prompt you to verify the accuracy of each request prior to its transmission to UFCU. However, if such request is pending, but not transmitted to the ACH, UFCU shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse UFCU for any and all expenses, losses, or damages UFCU may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

#### 6. Notice of Returned Entries.

Except for an Entry retransmitted by You in accordance with the requirements of Section 1, Transmittal of Entries by You, UFCU shall have no obligation to retransmit a returned Entry to the ACH if UFCU complied with the terms of this Agreement with respect to the original Entry. You shall reimburse UFCU for any and all expenses, losses, or damages relating to or in connection with any returned Entry.

#### 7. Payment by You for Entries.

You shall ensure the amount of each Entry transmitted via ACH, with an External Financial Institutions, pursuant to this Agreement, is available in the applicable account, at such time, on the Settlement Date, with respect to such Entry.

#### 8. The Account.

You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that UFCU may, without prior notice or demand, debit any account maintained by You with UFCU or any affiliate of UFCU or that UFCU may set-off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.

#### 9. Account Reconciliation.

Entries transmitted by UFCU or credited to a Receiver's account maintained with UFCU will be reflected on Your periodic statement issued by UFCU with respect to the Account pursuant to the agreement between UFCU and You. You agree to notify UFCU promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify UFCU of any discrepancy within thirty (30) days of mailing (or in the case of e-Delivery, making available by UFCU) of a periodic statement containing such information, You agree that UFCU shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from

asserting such discrepancy against UFCU, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with UFCU, Your Deposit Agreement shall control.

10. Your Representations and Agreements: Indemnity.

With respect to each and every request for an Entry initiated by You, You represent and warrant to UFCU and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize UFCU to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Digital Banking Platform, (ii) at the time you request an Entry, and (iii) at the time of transmittal or debiting by UFCU as provided herein, (c) requests for Entries transmitted to UFCU by You are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries by You, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify UFCU against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

11. Financial Institution Responsibilities, Liability, Limitations on Liability: Indemnity.

In the performance of the services required by this Agreement, UFCU shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. UFCU SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. UFCU shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed UFCU's agent. You agree to indemnify UFCU against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the UFCU is responsible for any act or omission of You or any other person described in this Section 12(a).

- a. IN THE EVENT OF UFCU'S LIABILITY, UFCU SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL UFCU BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY THE UFCU AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM UFCU'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
- b. Without limiting the generality of the foregoing provisions, UFCU shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond UFCU's reasonable control. In addition, UFCU shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in UFCU's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in UFCU's reasonable judgment otherwise violating any provision of any present or future risk control program of UFCU, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- c. Subject to the foregoing limitations, UFCU's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve UFCU of New York for the period involved. At UFCU's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that UFCU is responsible for any act or omission of You or any other person described in Section 12(a).

12. Inconsistency of Name and Account Number.

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by UFCU to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies

a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to UFCU is not excused in such circumstances.

13. Amendments.

From time-to-time UFCU may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in UFCU's notice to You.

14. Notices, Instructions, Etc.

a. Except as otherwise expressly provided herein, UFCU shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.

b. UFCU shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Digital Banking Platform) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.

15. Evidence of Authorization.

You agree that your authorization provided on the Digital Banking Platform is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize UFCU to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

16. Cooperation in Loss Recovery Efforts.

In the event of any damages for which UFCU or You may be liable to each other or a third party pursuant to the services provided under this Agreement, UFCU and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

17. Termination.

You may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of UFCU's receipt of written notice of such termination or such later date as is specified in that notice. UFCU reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of UFCU's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by UFCU prior to termination, or any other obligations that survive termination of this Agreement.

18. Entire Agreement.

This Agreement is the complete and exclusive statement of the agreement between UFCU and You with respect to the subject matter hereof and supersedes any prior agreement(s) between UFCU and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which UFCU is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and UFCU shall incur no liability to You as a result of such violation or amendment. No course of dealing between UFCU and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the UFCU and You regardless of whatever practices and procedures UFCU and You may use.

19. Text and Email Alerts.

You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

20. General Provisions for All Text Alerts.

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither UFCU nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your UFCU's Customer Service.

21. General Consent.

I hereby authorize University Federal Credit Union (UFCU) to transfer funds between my accounts at UFCU and another financial institution, and if necessary, to make adjustments to any transfer errors or my account as UFCU determines in its sole discretion. UFCU will be responsible for the transfer of funds in accordance with this authorization. The maximum funds allowed per transaction is between \$500.00 to \$10,000.00, depending on "new account status". Once a transfer is made to another financial institution, UFCU will have no further responsibility or liability for the deposit or withdrawal of such funds. I acknowledge that UFCU will use the Automated Clearing House (ACH) network to complete my transfers and that the terms of UFCU's Membership and Account Agreement and Electronic Funds Transfer Agreement and Disclosure - Reg E are incorporated into this agreement.

- a. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law. I represent and warrant that I am authorized to conduct transactions on all accounts involved in the transfer.
- b. To confirm setup of this transfer authorization, I authorize UFCU to make a small (\$1.00 or less) deposit and withdrawal of the same amount, within 3 days, to the above-listed account. I understand that UFCU does not control the order of posting of this deposit and withdrawal and that I must, therefore, ensure that a minimum of \$1.00 is available for transfer from this account. I agree that UFCU is not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of my failure to make at least \$1.00 available for transfer.
- c. I agree that UFCU may rely upon any identifying account number given by me in connection with a transfer, even if the number identifies a person different than the named beneficiary or a financial institution different from the named financial institution. I agree that neither UFCU nor any other institution involved in the transaction has a duty to determine whether the number given matches the intended beneficiary or the named financial institution.
- d. I agree that UFCU may delay or cancel a transfer request if it deems such action necessary. If UFCU does not receive final settlement for any provisional credit I have received, I agree that UFCU may charge back the provisional credit amount to my account or any other account on which I am an owner and/or require direct reimbursement from me.
- e. I understand this agreement remains in full force and effect until I revoke my authorization by deleting the above account from my accounts transfer list.

**\*We recommend you print this authorization agreement and keep it for your records.**