

# ELECTRONIC EXTERNAL TRANSFER ACH AGREEMENT

Credit Union of Southern California – Effective 6/18/2012

Credit Union of Southern California's external transfer ACH services allow you to transfer funds via the Automated Clearing House (ACH) system to or from your eligible accounts held at Credit Union of Southern California and other eligible accounts held by you at other US financial institutions.

Credit Union of Southern California reserves the right to obtain such additional information as we deem reasonably necessary.

## **General**

This Electronic External Transfers ACH Agreement (this "Agreement") explains the terms and conditions governing your access to and use of External Transfers (the "Service"). In addition, your use of the Service will be governed by the Online Banking Services Agreement you agreed to for Online Banking Services. The terms "our", "we", "us", and "Credit Union" refer to Credit Union of Southern California. The terms "you" and "your" refer to the member(s) consenting to this Agreement. Other capitalized terms are defined in this Agreement or in the Online Banking Services Agreement.

External transfer ACH service is subject to applicable California and federal law, including but not limited to the Electronic Funds Transfer Act. External transfer ACH service is also subject to the roles of the National Automated Clearing House Association (NACHA).

## **Enrollment of an External Account**

An "External Transfer" is an electronic transfer (ACH transfer) of funds from one of your Eligible Accounts at Credit Union of Southern California to your External Account or from your External Account to an Eligible Account at Credit Union of Southern California. An "External Account" is a checking or savings account at another financial institution. You will need to enroll an External Account before you can transfer funds to or from that External Account. To enroll an External Account, you must provide the following information regarding that External Account: primary account holder's full name, account number, the ABA Routing and Transit ("R&T") number for the external financial institution, the name of the external financial institution, and whether the External Account is a checking or savings account.

You authorize us to validate the external accounts through the use of a test transfer, in which one or more low value payments will be both credited to the account. The test credit(s) will always be of the same or less amount, so that the balance in any of your accounts will never be less than the actual balance.

Once the test transfer is complete, we will ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your financial institution. We may also verify your external accounts by requiring you to submit proof of ownership of the account. Other account verification methods may also be employed at the sole discretion of Credit Union of Southern California.

## **Accounts**

By using Credit Union of Southern California's external transfer ACH service, you represent and warrant to Credit Union of Southern California that you have the right to authorize and permit us to effect such funds transfers or for any other purpose authorized by this agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct, and complete. You hereby authorize and permit Credit Union of Southern California to use information submitted by you to accomplish these purposes and to configure the service to be compatible with the accounts.

- You understand and agree that at all times your relationship with each account provider is independent of Credit Union of Southern California and your use of this service. Credit Union of Southern California will not be responsible for any acts or omissions by the financial institution or other provider of any account, including

without limitation any modification, interruption, or discontinuance of any account by such provider.

- You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of:
  1. Our inability due to the actions of a third-party to debit and/or credit the accounts in accordance with your transfer instructions;
  2. Any inaccuracy, incompleteness, or misinformation contained in the information retrieved from the accounts;
  3. Any charges imposed by any provider of accounts for fund transfers; and
  4. Any funds transfer limitations set by the financial institutions or other providers of the accounts
- Not all types of accounts are eligible for this service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement, savings, trusts, loans, custodial, business, corporate, and other account types. Credit Union of Southern California is not responsible for any costs or losses incurred from transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

## **Communications**

If you have registered for this service and wish to withdraw your consent, you must cancel any pending transfer requests and contact us at 866 CU SoCal (866.287.6225).

You agree to promptly update your records if your email address or other information changes. You may update your records by using the Profile page in CU Online.

## **Transfer Limitations**

You may use the external transfer service to transfer funds to or from an eligible Credit Union of Southern California account and another account held by you at another US financial institution or to an investment account held by you at an approved brokerage firm. Transfers may be scheduled to occur one time, for a future date, or on a specific recurring basis. To protect accounts, CU SoCal has a \$5,000 transfer limit. We reserve the right to suspend or restrict access to use the external transfer service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of suspension you may request reinstatement of the service by contacting us at 866 CU SoCal (866.287.6225). We reserve the right to grant or deny reinstatement of the service.

## **Initiating and Scheduling Transfers**

The cut off time for same business day transfers is 3:00 pm PST. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day.

Transfer can be scheduled on either a one time or recurring basis. Processing of one time transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be used when a set amount is transferred at regular intervals. If a recurring transfer is scheduled for a weekend or holiday transferred will be processed the next business day. Recurring transfer can be cancelled using CU OnLine or by contacting us at 866 CU SoCal (866.287.6225). Cancellations must be complete no later than one business day prior to the scheduled transfer.

**Incoming Transfers** - Funds will be held for five (5) business days on incoming transfers. **Outgoing Transfers** - Funds will be held on the business day prior to settlement for outgoing transfers. No overdraft coverage, including courtesy pay, is provided for these transfers. Should a scheduled payment be rejected due to non-sufficient funds, we will cancel the transfer attempt and no further attempt will be made to affect the transfer.

## **Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been requested by you, to submit transfer instructions on your behalf. You understand that financial institutions receiving the transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you

provide us with incorrect information or if there is any error in your instructions we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplications, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, Credit Union of Southern California reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

#### **Unlawful or Prohibited Use**

You warrant to us that you will not use this service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use this service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use of the service.

#### **Rejection of Transfers**

We reserve the right to decline any transfer, to submit transfer instructions or to carry out change or cancellation requests. We may, at any time, decline any transfer that we believe may violate applicable law, or where there are not sufficient funds in your account to affect any requested transfer.

#### **Authorization**

You authorize us to select any means to execute your transfer instructions. You understand that to affect your transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, to debit one of your accounts and credit another of your accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the account. In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this agreement.

#### **Service Changes and Discontinuation**

We may modify or discontinue the Service or your use of some or all accounts within the service, with or without notice, without liability to you, any other user or any third-party. We may from time to time make available additional or new features to the service, including but not limited to, a higher dollar limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We reserve the right, subject to applicable law, to terminate your account within the Service and your right to use the service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of Credit Union of Southern California, or if you provide us with false or misleading information or interfere with other users or the administration of the service. We reserve the right to charge a fee for the use

of the service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all applicable fees associated with the use of our services.

#### **Our Liability**

If we do not provide a transfer on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. Credit Union of Southern California is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, Credit Union of Southern California shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable accounts to make any transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the transfer and the transfer is not completed or is later reversed or if your financial institution does not permit the transfer. You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a transfer or if the Credit Union of Southern California's website was not working properly and you knew about the breakdown when you started the transfer.

#### **Limitation of Warranty and Liability**

You understand and agree that the service is provided "as-is." Except as otherwise provided in this agreement or as required by law, we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications. You understand and expressly agree that use of the service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is downloaded or obtained at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download or the obtaining of such material and/or data. Except as expressly set forth on the Credit Union of Southern California web site or in this agreement, we 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, and we make no warranty or representation regarding the results that may be obtained from the use of the service, the accuracy or reliability of any information obtained through the service, the accuracy of any information retrieved by us from the accounts or that the service will meet any user's requirements, be uninterrupted, timely, secure or error free. We will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the service, any inaccuracy of any information or amount retrieved by us from the accounts, any breach of security caused by a third party, any transactions entered into based on the service, any loss of, unauthorized access to or alteration of a user's transmissions or data or for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if we had been advised of the possibility of such damages.