

## External Transfer Service Agreement

THIS EXTERNAL TRANSFER SERVICES AGREEMENT ("AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY TRANSFER FUNDS FROM YOUR UNFCU ACCOUNT(S) TO AN ACCOUNT HELD IN YOUR NAME AT AN OUTSIDE FINANCIAL INSTITUTION OR TO RECEIVE A TRANSFER INTO YOUR UNFCU ACCOUNT FROM A VERIFIED EXTERNAL ACCOUNT AT AN OUTSIDE FINANCIAL INSTITUTION USING THE UNFCU EXTERNAL TRANSFER SERVICE.

THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

### Scope of Agreement

This Agreement covers all transfers using the UNFCU External Transfer Service initiated by me through UNFCU's Internet Banking platform. This Agreement covers both outgoing credits to send funds from my UNFCU account to a verified external account and debits to a verified external account for the purposes of crediting my UNFCU account using the UNFCU External Transfer Service.

### Definitions

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- c. "Business Day" means any day that is not a Saturday, Sunday or US federal holiday.
- d. "UNFCU" or "bank" refers to UNFCU, including its directors, officers, employees, agents and service providers.
- e. "UNFCU Internet Banking" means UNFCU's online banking service currently accessible at [www.unfcu.org](http://www.unfcu.org).
- f. "Eligible UNFCU Account" means any UNFCU deposit account owned by me that is eligible to be used with the UNFCU External Transfer Service.
- g. "I," "me" and "my" refer to the member who agrees below to the terms and conditions of this Agreement.
- h. "NACHA" means the National Automated Clearing House Association.
- i. "You" and "your" refer to UNFCU.
- j. "OFAC" refers to the Office of Foreign Asset Controls. "SDN List" refers to the Specially Designated Nationals List maintained by OFAC. This list is publicly available at [www.ofac.gov](http://www.ofac.gov).

### Description Of Service

The UNFCU External Transfer Service enables me: (1) to request a transfer of funds from my Eligible UNFCU Account to an account at a U.S. financial institution; or (2) to receive a payment from a verified external account into an Eligible UNFCU Account. UNFCU uses the ACH Network to execute UNFCU External Transfer Service requests. All requests to send/receive money to/from an external account must be made through UNFCU Internet Banking and are subject to the terms of my Membership Agreement, including the Electronic Services Disclosures and Agreement, this Agreement, other agreements and applicable laws, regulations and rules, in each case as in effect from time to time. If I choose to complete a transfer via UNFCU Internet Banking I acknowledge and agree that I shall be subject to the terms of other agreements, including, but not limited to, the Terms of Use for the UNFCU Internet Banking website, and applicable laws and regulations, in each case as in effect from time to time.

### Types of Transfer Requests

I may request (1) a one-time transfer for which processing shall be initiated immediately, (2) a one-time transfer for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of transfers for which processing shall be initiated on the specified dates. Further details about each of these options can be found on UNFCU Internet Banking.

Transfers made through the UNFCU External Transfer Service may only be requested between accounts registered by me under my UNFCU Internet Banking login. Each new account that I register will only become available for use upon successful verification by me through UNFCU Internet Banking. UNFCU will generate a series of microdeposits to each external account I register. I will have ten (10) days to verify the microdeposits through UNFCU Internet Banking. Upon successful verification by me, the registered account will become active for use by me. Failure to successfully verify the microdeposits within the allowed time will cause the registered account to be removed from the UNFCU External Transfer Service. A return of the microdeposits from the external Financial Institution to UNFCU will cause the registered account to

be removed from the UNFCU External Transfer Service.

### Authorization to Transfer Funds Using UNFCU External Transfer Service

I hereby represent and warrant to UNFCU that I own each Eligible UNFCU Account and have full right and authority to all the funds on deposit therein. In addition, I authorize UNFCU to execute and charge my Eligible UNFCU Account(s) for any UNFCU External Transfer Service transfer request, subject to any applicable limits as to dollar amount and time to complete transfers, when my UNFCU External Transfer Service transfer requests are made in accordance with the procedures established by UNFCU. I understand and acknowledge that UNFCU has no obligation to execute any request for a transfer using the UNFCU External Transfer Service that is not initiated in accordance with such procedures. This authorization shall remain in full force and effect until I have informed you either: (i) by revoking my authorization at UNFCU Internet Banking or (ii) by telephone at 1-347-686-6000 that I have revoked my authorization and you have a reasonable opportunity to act on it.

### Information Relied Upon by UNFCU

I acknowledge and agree that UNFCU is relying upon the information I provide in originating a UNFCU External Transfer Service transfer on my behalf. Any errors in the information, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers or the recipient's financial institution's ABA number or name, as well as providing incorrect information in connection with transfer from other persons to my account are my responsibility. I understand and agree that if UNFCU External Transfer Service transfer instructions identify an account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding the account may not investigate discrepancies between names and numbers. In addition, I agree that UNFCU has no responsibility to investigate discrepancies between names and account numbers.

### Limited Power of Attorney

In connection with any request to transfer funds using the UNFCU External Transfer Service, I hereby give to UNFCU a limited power of attorney and appoint UNFCU as my true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any UNFCU External Transfer Service transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once UNFCU has actual knowledge that I wish to cease using the UNFCU External Transfer Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge and to complete any pending transfers, this limited power of attorney shall be deemed revoked; provided, however, that any act done by UNFCU in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times my relationship with the financial institution (other than UNFCU) that maintains an account to which I am requesting a transfer or from which a transfer to me is being requested is independent of UNFCU and my use of the UNFCU External Transfer Service. I shall not hold UNFCU responsible for any acts or omissions by the financial institution maintaining such an account, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN UNFCU ORIGINATES A REQUEST FOR A TRANSFER USING THE UNFCU EXTERNAL TRANSFER SERVICE, UNFCU IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS UNFCU AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

### Security Procedures

I agree that UNFCU will initiate a request from me to send money using the UNFCU External Transfer Service only after I access my Eligible UNFCU Account(s) through UNFCU Internet Banking using my established credentials. I further agree to answer any and all personal questions (challenge questions) presented to me in the course of accessing the UNFCU External Transfer Service. I further agree to provide any additional password that may be assigned to or selected by me that is required in connection with a request to transfer funds using the UNFCU External Transfer Service. UNFCU shall not be liable for any delay in processing my UNFCU External Transfer Service transfer request if I fail to comply with this security procedure (or any other that may be established by UNFCU from time to time). I acknowledge and agree that UNFCU has established commercially-reasonable security procedures for the UNFCU External Transfer Service. I understand that the security procedure is designed to authenticate my identity before accepting a request for a UNFCU External Transfer Service transfer and not to detect errors in the content of my instruction.

## Processing UNFCU External Transfer Requests

I understand and agree that when I request an immediate external transfer of funds, the debiting of my Eligible UNFCU Account will occur as early as the day of my request. However, the funds will be transferred into the receiving account no earlier than the second Business Day after I have made the request.

If I request a one-time transfer with a specified date or a recurring series of transfers on specified dates, the debiting of my account will occur, as early as the date specified. However, the funds will be transferred into the recipient's account no earlier than the second Business Day following the specified date.

I understand and agree that when I request an immediate external transfer under this Agreement, the crediting of my Eligible UNFCU Account will occur no earlier than the next Business Day after I have made the request. I acknowledge that this may result in my Eligible UNFCU Account becoming overdrawn. I understand that all transactions requested through the UNFCU External Transfer Service are subject to screening against the SDN List by each party handling the transaction. Funds may be delayed, returned, or turned over to OFAC in the event that a transfer to an entity on the SDN List is suspected and/or confirmed. As the originator of these ACH transactions, I acknowledge to UNFCU that I am sending/receiving funds in compliance with all applicable US law.

I hereby authorize UNFCU and the UNFCU External Transfer Service to communicate via email from time to time, on my behalf and at their discretion in my name (including utilizing the email address that I supply to or designate for use by the UNFCU External Transfer Service) to the recipients of my transfers to (1) notify recipients of pending transfers from me, (2) request by information from the recipient that is necessary or appropriate to complete the transfer and (3) to remind a recipient that action must be taken to complete a transfer and any and all other notices relevant to an intended recipient of a UNFCU External Transfer.

## Limits on UNFCU External Transfers

The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

Transaction Type	Time Period	Limit Amount
Complete Transfers	Transaction	\$25,000
	Daily	\$25,000

IMPORTANT: We may permit transfers in excess of these limits from time to time, based on our loss experience, security issues and other factors. We also may deny or limit specific transfers if we have any reason to question the authorization for, or security of, the transaction.

## Service Fees and Charges

There is no fee for the External Transfer Service. Should a fee be implemented for the UNFCU External Transfer Service in the future, those fees will be disclosed in the UNFCU Fee Schedule available at [www.unfcu.org](http://www.unfcu.org). I understand and agree that I am responsible for paying all fees associated with my use of the UNFCU External Transfer Service. I authorize UNFCU to charge my Eligible UNFCU Account (or any other of my accounts at UNFCU) for any service or other fees and charges applicable to transfers requested through the UNFCU External Transfer Service in accordance with UNFCU's fee schedule in effect at the time I make a UNFCU External Transfer Service transfer request.

## Actions Taken Upon an Unsuccessful UNFCU External Transfer

When I request a transfer from an Eligible UNFCU Account using the UNFCU External Transfer Service, the transfer may not be completed for various reasons. If I have not provided complete and accurate required information regarding the recipient, UNFCU cannot complete the Transfer. If I fail a verification of my identity that is required in connection with scheduling a UNFCU External Transfer, my requested transfer will not be accepted. If I do not have sufficient funds in my Eligible UNFCU Account from which I have requested a transfer be made, the transfer will not be completed. In addition, after any failure due to non-sufficient funds (whether an initial failure or a subsequent failure), my access to the UNFCU External Transfer Service or any other UNFCU payment service may at UNFCU's discretion be suspended or terminated.

## Rejection of a UNFCU External Transfer Request

You reserve the right to reject my UNFCU External Transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed any of my transfer limits (as more fully described above), if I have insufficient available funds in my Eligible UNFCU Account for the amount of the requested transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for a UNFCU External Transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or via e-mail as soon thereafter as you have determined to reject the request.

Cancellations, Amendments or Recalls of a UNFCU External Transfer Request

I may cancel or amend a UNFCU External Transfer request only if you receive my request prior to the initiation of the ACH transfer into the recipient's account

and at a time that provides you with a reasonable opportunity to act upon that request. If my request to cancel or amend a UNFCU External Transfer is received after such transfer has been processed by UNFCU, I understand and agree that my request to stop payment, recall or amend my UNFCU External Transfer will be effective only with the voluntary consent of the receiving financial institution. If the receiving financial institution confirms that the funds are returnable and agrees to do so, once the funds are returned to you, you will return the funds to my UNFCU account. The amount that is returned to me may be less than I originally transferred because the entire amount transferred may not be available for return and/or service charges of the receiving bank.

## Delays, Non-Execution of Funds Transfer Request

I agree that UNFCU shall not be responsible for any delay, failure to execute, or misexecution of my funds transfer request due to circumstances beyond UNFCU's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. UNFCU MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR MY RECIPIENT'S BANK TO CREDIT MY RECIPIENT WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME.

## Unauthorized UNFCU EXTERNAL Transfers

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized UNFCU External Transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately as more fully described in the "Unauthorized Electronic Transactions" section of the Electronic Services Agreement.

## Significance of E-Mail Notices About UNFCU External Transfer Service

I agree that all e-mail or other electronic notices sent to me regarding the status of a UNFCU External Transfer requests are merely service messages and will not constitute a transaction receipt or an official bank record with respect to a UNFCU External Transfer. I acknowledge and agree that these notices may be sent to the e-mail address on file for my membership at UNFCU, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

## Means of Transfer

I understand and agree that UNFCU uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network to make UNFCU External Transfers. I authorize UNFCU to choose the means it deems suitable to cause each of my UNFCU External Transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Rules.

## Location of Accounts; Currency of Funds Transfer

The UNFCU External Transfer Service is available for funds transfers to and from accounts in the United States, excluding Puerto Rico and US possessions, only and transfers are made in U.S. dollars only.

## No Unlawful or Prohibited Use

As a condition of using the UNFCU External Transfer Service, I warrant to UNFCU that I will not use the UNFCU External Transfer Service for any purpose other than for my own personal transactions (not for any business purpose) between accounts to which I have authorized access, or that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the UNFCU External Transfer Service in any manner that could damage, disable, overburden, or impair the UNFCU External Transfer Service or interfere with any other party's use and enjoyment of such service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## Service Changes and Discontinuation

UNFCU may modify or discontinue the UNFCU External Transfer Service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the UNFCU External Transfer Service at any time and for any reason, including, without limitation, if UNFCU, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the UNFCU External Transfer Service.

## Indemnity

In consideration of the Agreement by UNFCU to act upon my request to make the UNFCU External Transfer Service available to me in the manner provided in this Agreement, I agree to indemnify and hold UNFCU harmless from and

against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon instructions or information from me in connection with this Agreement, including, but not limited to the initiation and receipt of UNFCU External Transfers and my authorization to send and receive e-mails and electronic messages. This indemnity shall not be effective to relieve and indemnify UNFCU against its gross negligence, bad faith, or willful misconduct and is subject to ACH Rules.

**Claims; Limitation of Liability; No Warranty**

I agree that any transfer of funds using the External Transfer Service is subject to the terms of UNFCU Electronic Services Disclosures and Agreement and I agree to report errors, delays, or other problems related to my request as stated therein. If my funds transfer request or my receipt of funds is delayed or erroneously executed as a result of UNFCU's error, UNFCU's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by UNFCU shall be at UNFCU's published savings account rate in effect.

I AGREE THAT UNFCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING MY TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR MY RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH UNFCU EXTERNAL TRANSFER SERVICE TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH I HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO MY ACCOUNT HAS BEEN REQUESTED. IN NO EVENT SHALL UNFCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY UNFCU EXTERNAL TRANSFER SERVICE TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT OR PROHIBITED BY APPLICABLE LAW, UNFCU AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HEREBY 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. UNFCU MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE UNFCU EXTERNAL TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE UNFCU EXTERNAL TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY UNFCU FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH I HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO MY ACCOUNT HAS BEEN REQUESTED OR THAT THE UNFCU EXTERNAL TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

**Amendments**

I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or UNFCU's policies. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

**Governing Law**

This Agreement shall be governed by the laws of the State of New York and federal law, as applicable.

**Electronic Consent and Acceptance of Terms and Conditions Required Equipment.**

In order to use the UNFCU External Transfer Service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the UNFCU External Transfer Service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the UNFCU External Transfer Service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. UNFCU reserves the right to provide information and notices about the UNFCU External Transfer Service to me by non-electronic means.