

# UN Agency Payroll Deduction – Terms and Conditions

These terms and conditions (Terms) govern the delivery of payroll deduction services (the “Services”) from internationally based agencies to United Nations Federal Credit Union (UNFCU) accounts in the United States.

These Terms shall govern the process whereby you may instruct UNFCU to deposit payroll funds from the relevant agency directly into your UNFCU account.

## Transmission & Timing of Instructions

You can access the form to transmit payroll deduction instructions to UNFCU for processing through UNFCU’s Digital Banking platform. Upon receipt of your instructions through Digital Banking, UNFCU will process the deduction in accordance with these Terms. You must submit an instruction to UNFCU by the end of each calendar month for us to provide the Services in the following month. When you submit a new instruction, that instruction will recur in future months unless UNFCU receives notice to change that instruction either from you or the relevant agency. After you submit an instruction for Services, UNFCU will provide notice confirming its receipt of that instruction.

You are responsible for all instructions that you transmit to UNFCU, including the details contained therein. If you fail to provide a timely instruction, UNFCU may be unable to process the instruction or may be delayed in processing the instruction. If you are not able to transmit instructions, you should contact UNFCU. UNFCU shall not be liable to you for any failures to process instructions not provided in a timely manner. UNFCU shall not be liable to you if you permit a person to access your Digital Banking platform and that person transmits instructions through that platform.

## Canceling an Instruction

If you wish to cancel a deduction that you have instructed UNFCU to make, you must submit a cancellation instruction through UNFCU Digital Banking by the end of the calendar month prior to the month of the deduction you wish to cancel. Without sufficient notice UNFCU cannot recall, reverse, or otherwise alter the details of your instruction and will execute the deduction(s) according to the instruction’s details. Unless you notify UNFCU of an error in an instruction, UNFCU is not liable for any damages that result due to an inaccurate or erroneous instruction. UNFCU shall have no liability to you if it is unable to process a recall or reversal of an instruction.

UNFCU may cancel or reject any instruction at any time, with or without notice, with respect to (i) any regulatory non-compliance by You; (ii) a material breach by You of these Terms; (iii) the instruction being incorrect, incomplete, unauthorized, or unsatisfactory; or (iv) UNFCU’s compliance with applicable laws, regulations, court orders, or UNFCU’s internal policies.

## Processing Instructions

UNFCU uses commercially reasonable efforts to process transactions for you in accordance with an instruction. Where applicable, the execution times for transactions may be subject to applicable regulations on the basis of destination and currency.

UNFCU has the right, acting reasonably, in its sole discretion, to decline to accept any instruction. Where UNFCU declines to accept an Instruction, it will notify you of such declination. If the declination relates to factual errors, UNFCU shall relate the procedure for the correction of those errors.

After receiving a timely instruction from you, UNFCU will provide that instruction to the agency responsible for processing your payroll (the “Agency”) for authorization. The Agency may adjust the deduction amount of your instruction based on a number of factors including, but not limited to, an indication in the Agency’s records that your instruction exceeds the compensation due to you or the Agency’s internal rules governing payroll.

Adjustments made by the Agency to any instruction are final. Deductions made on the basis of your instructions may be delayed, declined, or altered based on the Agency’s review of your instructions and provision of funds to UNFCU for processing. UNFCU shall not be liable to you for any discrepancy between your instruction and the deduction that the Agency authorizes, nor does UNFCU accept any duty to resolve such a discrepancy. If you wish to dispute any such discrepancy, you must raise your dispute with the Agency directly.

If for any reason UNFCU does not receive from the Agency the funds corresponding to an instruction, UNFCU shall have no obligation to complete the deduction and transmit funds to you. UNFCU shall not be liable to you for failing to process any instruction that the Agency does not authorize or for which it fails to provide funds.

## Foreign Currency Payroll Deductions

The Services may include deductions that originate in currencies other than the United States dollar (USD) (FX Deductions). All deductions made using the Services shall ultimately be settled in USD. FX Deductions shall be made at a commercially reasonable exchange rate determined by UNFCU in its sole discretion at the time the deduction occurs. UNFCU shall not be liable to you for any claims that the USD value of your FX Deduction should be greater than the amount transferred based on that exchange rate..

## NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNFCU EXPRESSLY DISCLAIMS ANY

LIABILITY TO YOU UNDER THIS AGREEMENT FOR ERRORS, OMISSIONS, OR INTERRUPTIONS TO THE SERVICE AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE.

UNFCU shall not be liable to you if it is prevented, hindered, or delayed in performing any of the Services as a result of a force majeure event, including but not limited to strike, fire, flood, other natural disasters, governmental acts, acts of terror, pandemic, failure of suppliers, market disturbance, or act of God.

## Compliance Requirements

UNFCU takes appropriate measures to ensure that it is not participating or assisting in money laundering or terrorist financing. You agree that UNFCU, at its sole discretion, may disclose any transaction-related information in order to satisfy its legal obligations under applicable law including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body, or department that exercises regulatory or supervisory authority with respect to UNFCU’s operations, where such disclosure is made to satisfy governmental audit or examination requirements, or as part of informational submissions required to be made to such governmental entities in the ordinary course of business. Upon request, you agree to provide any additional information that UNFCU may reasonably need to satisfy its regulatory obligations.

## Tax

You and the Agency remain responsible for the reporting and payment to the relevant jurisdiction of all tax owed on the funds you receive through the Services. UNFCU accepts no obligation with respect to such funds and

shall not be liable to you for failing to report, withhold, or pay any amount. You remain responsible for remitting to the appropriate tax authority any taxes that may apply to any deductions initiated in connection with the Services. UNFCU shall not be responsible for determining what, if any, taxes apply to your deductions.

**Data Protection**

UNFCU processes your personal information under the applicable law and according to its Privacy Policy.

UNFCU uses personal information you provide to deliver the Services. Processing sometimes includes activities like internal administration, customer service, anti-money laundering obligations, validating member details, and detecting and preventing fraud.

UNFCU is based in the United States. By participating in the Services, you consent to the transfer of your personal information to the US for processing.