



## CHRISTIAN FINANCIAL CREDIT UNION AGREEMENT AND DISCLOSURE FOR EXTERNAL TRANSFER AND EXTERNAL LOAN PAYMENT SERVICES

This Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the External Transfer Service and the External Loan Payment Service (jointly referred to as the "Service") provided by Christian Financial Credit Union. In this Agreement, the words "you" and "yours" mean those who submit a request for access to the Service. In this Agreement the words "we" and "us" and "our" and "ours" and "Credit Union" and "CFCU" mean Christian Financial Credit Union. This Agreement also describes the rights and obligations of Christian Financial Credit Union.

The External Transfer Service allows you to transfer funds between your consumer accounts at CFCU and certain deposit accounts owned by you at another U.S. financial institution ("External Accounts"). An inbound transfer moves funds from an External Account into an eligible account you own at CFCU ("Eligible Account"). An outbound transfer moves funds from an Eligible Account you own at CFCU to an External Account. The External Loan Payment Service enables you to make payments to your loan(s) at CFCU by using an External Account. Any payment submitted through the Service will be referred to as an "External Loan Payment". The External Transfer Service and the External Loan Payment Service are not available for Business Accounts at this time.

These terms and conditions contained in this Agreement are in addition to those that apply to any accounts you have with us, or any other services you obtain from us, including, but not limited to the Account Agreement, the Electronic Service Agreement, the agreement that governs your CFCU loan(s), and any other agreements and disclosures provided to you (the "Related Agreements"). You must also follow all of our instructions and procedures applicable to the Service covered by this Agreement. In the event of a conflict between this Agreement, the Related Agreements, and/or any of the other referenced documents, this Agreement shall control. Notwithstanding the preceding sentence, you agree and confirm that the terms of any agreement that governs your CFCU loan(s) continues unchanged and that you shall remain responsible under and bound by such agreement(s) regardless of any successful or unsuccessful payment through the Service.

Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement, and any amendments. If you do not wish to be bound by these terms and conditions, you may not access or use the Service.

By agreeing to this Agreement and submitting the transfer information, you authorize CFCU to use your payment information and originate an ACH transaction to/from your External Account(s) to credit /debit your CFCU Eligible Account(s) or Loan(s) as specified. You understand and agree that, under the terms of this agreement, CFCU may charge you fees to use this service.

Please visit <https://www.christianfinancialcu.com/Disclosures> or call (586)772.6330 to obtain the current Account Agreement and Fee Schedule.

**Fees:** Please refer to our Fee Schedule for a complete list of fees associated with the Service. From time to time, the fees may be changed. We will notify you of any changes as required by law.

**Enrollment and Eligibility:** You must be enrolled in the Online or Mobile Banking Service to use the Service. You must enroll your External Account(s) in order to use the Service.

**Verification of Account Ownership:** By enrolling External Accounts in the Service, you authorize CFCU to obtain information from any financial institution(s) holding your External Account(s) in order to confirm your access to and/or ownership of such accounts. You also authorize CFCU to request information regarding you and your



External Account(s) from other third-party sources to verify your identity and account ownership; to protect against fraud; to confirm your pattern of use or exceptional use; to comply with applicable law; and/or as otherwise reasonably necessary in order for CFCU to provide the Service to you.

CFCU is under no obligation to you, or any other person, to verify or confirm your identity, registration information, or your ownership of the External Accounts; or to confirm that your CFCU Eligible Account(s) and the External Account(s) are held in the same name and/or legal capacity. You represent and warrant your CFCU Eligible Account(s) and the External Account(s) are held in the same name or legal capacity and/or you have the authority to make deposits to and withdrawals from such account(s). You agree to provide true, accurate, current, and complete information about yourself and your External Accounts. You agree to not misrepresent your identity or your account information.

When we enable the Service, we will utilize micro-deposits for the account validation method. Micro-deposits are small sums of money that are transferred from one financial institution to another. The purpose of micro-deposits is for account validation. Your External Account will receive two (2) small ACH credits for an undisclosed amount. You will need to enter the amount of the credits in the "Manage External Accounts" section of Online or Mobile Banking within 14 days in order to complete the verification process. If you fail to successfully complete the verification process, you will be unable to use the Service.

**Means of Transfer:** The Service is available for funds transfers to verified External Accounts in the United States only, and transfers are made in U.S. dollars only. You understand CFCU will use the ACH Network to execute your requests.

You agree to be bound by the rules and regulations that govern any applicable funds transfer systems; including but not limited to, CHIPS or the ACH Network, as published by the National Automated Clearinghouse Association (NACHA), and the Federal Reserve Banking System. You agree not to process any funds transfers to or from an account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, to rules or regulations designated to prevent the transfer of funds in violation of OFAC regulations. You further expressly agree not to originate any transactions which violate the laws of the United States of America.

CFCU reserves the right to terminate or suspend your access to the Service should you be in violation of any of the applicable rules and regulations governing the ACH Network, including but not limited to the NACHA Operating Rules.

**Scheduling Transfers:** After you have successfully completed the verification process, you may begin scheduling transfers. External Transfers can be scheduled on either a one-time or a recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Transfers may be scheduled in advance. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For one-time and recurring transfers, you will be asked to select the date that you want us to initiate the processing of the transfer. One-time future-dated or recurring transfers, scheduled for a weekend or a non-business day, will be processed on the next business day.

The cut-off time for transfers is 2:00 p.m. EST. Any transfer entered after this time will be considered as being initiated on the next business day. Business Days are considered Monday through Friday, excluding federal holidays.

To ensure timely credit to your loan(s) by the due date, you must select a payment date that is no later than the actual date that your payment is due. If the actual due date falls on a non-business day, you must select a payment date that is at least one (1) business day before the actual due date. External Loan Payments must be initiated by 2:00 pm EST to be credited to your loan(s) on the same business day. If the date of your recurring payment falls on a non-business day, the payment will be initiated on the business day following the payment date. Payment must



be made on or before the due date. You are responsible for any late charge, finance charge, penalty, default, or other consequence that may result from you selecting a payment date later than the due date.

**Transfer Limitations:** CFCU has established the following transfer limitations:

- **Transfer Limits:** The maximum total dollar amount for external transfers is limited to \$1,500.00 per transfer or per day. No more than \$7,500.00 in a rolling 28-day period. Maximum of 4 active recurring transfers to / from the same accounts.
- **Loan Transfer Limits:** The maximum total dollar amount for external loan payment transfers is limited to \$7,500.00 per payment. You may not schedule a payment of more than 4 times the scheduled loan amount due. No more than 4 payments in a rolling 28-day period.

CFCU may modify the limits, frequency, and dollar amount of transfers you can make using the Service. Transfer limits may be adjusted at any time based on your account transactions, and such other factors as CFCU may determine to apply in its sole discretion. You agree that in the event that we determine that there are risks associated with the External Transfer, or if we determine that you no longer qualify for this Service, we may delay or cancel any transfer; or request that you contact us to provide additional details on the transfer before it is initiated or funds are released.

We will use the date the transaction is scheduled to occur (as opposed to the date you initiate it) to apply these limitations. Questions regarding the transfer limit relating to a specific transfer should contact our Member Solutions Center at 586.772.6330.

While we will make all reasonable efforts to ensure your transfer requests are processed in a timely manner, CFCU expressly reserves the right to hold funds beyond the periods set forth in this section.

**Outbound Transfers:** You agree that you will have sufficient available funds in the designated Eligible Account to cover all outbound transfers on the date scheduled. If your Eligible Account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you will be liable for any overdraft and NSF fees, as set forth in the Related Agreements and our Fee Schedule. The fact that we may honor outbound transfer requests that overdraw the available account balance does not obligate us to do so later. Regardless of whether or not we elect to initiate the transfer, you agree to pay all related fees as disclosed in the Related Agreements and Fee Schedule.

**Processing Transfers:** A transfer remains "In Process" until fully processed and its status will appear as "Pending." Transfers are listed as "Pending" based on the timing of the scheduling and the date the payment will process.

CFCU reserves the right to decline any transfer or to carry out change /cancellation requests. CFCU will not be liable to you if we do not provide notice to you of rejection of a transfer. You agree that we may cancel a transfer, without prior notice, in the event that:

- Any of your accounts with CFCU are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient available funds with respect to any CFCU deposit account during the last three months.
- You have had any prior transfer canceled, revoked, or uncompleted due to reasons such as insufficient funds, revoked authorization, stopped payments, or a frozen account.

**Transfer Issues, Rejections, Delays, and Cancellations:** If an External Transfer fails to be executed, CFCU will



notify you and the method of notification shall be at the Credit Union's sole discretion. CFCU may reject any request for transfer at any time for any reason, at its sole discretion. An email notification will be sent to you regarding any failed or rejected transfers.

Subject to the limitations included herein, you can cancel one-time future-dated and recurring transfers prior to processing by selecting the "Pending Transfers" category within the External Transfers area of Online or Mobile Banking, and then pressing the "Cancel" link next to any listed pending transfer. You cannot cancel or amend transfers that are "In Process" or "Processed".

CFCU will not be responsible for any delay, failure to execute, or failed execution of a transfer request due to circumstances beyond its control including without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your request or execution of such request, whether caused by power failures, equipment malfunctions, or acts or omissions of any intermediary beneficiary financial institution. CFCU makes no warranties, express or implied, including the failure of any intermediary or beneficiary financial institution to credit you or your beneficiary with the amount of the external funds transfer after receipt of same with respect to any matter.

**Accuracy of Information You Provide and Your Responsibility for Errors:** You agree to provide true, accurate, current, and complete information about yourself and your External Accounts, and you agree not to misrepresent your identity or information related to your External Accounts. In addition, you agree to promptly update or correct any information about yourself or your External Accounts upon learning that it has changed or that it is incorrect. You acknowledge that we will rely on the information provided by you, to submit transfer instructions on your behalf, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. We are not obligated to take any further steps to confirm or authenticate such instructions and may act upon them without further communication. If instructions identify an External Account by name and number, you understand and agree that 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. You understand and acknowledge that financial institutions holding your External Accounts may not investigate discrepancies between names and numbers. In addition, you agree that CFCU has no responsibility to investigate discrepancies between names and account numbers in this or any other instance. We shall have no liability for any damages or other losses resulting directly or indirectly from any errors, duplications, ambiguities, fraud, or misrepresentations in the information that you provide.

You understand that a financial institution receiving the funds transfer instructions may rely on such information. You accept full responsibility for any damages or other losses resulting from or connected with any of your errors. 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, CFCU reserves the right to recover from you any costs or losses incurred as a direct or indirect result of such information. If you believe there are any errors in your External Transfers, please contact CFCU's Member Service Center at 586.772.6330 or visit a branch location during normal business hours.

**Suspension and Reinstatement of the Service:** In the event CFCU, at any time, incurs a problem with your use of the Service, including without limitation, a failure to debit any of your accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy CFCU may have under these terms and conditions or otherwise; CFCU reserves the right to suspend your use of the Service, immediately, and without prior notice to you. You understand and agree such action is reasonable for the Credit Union to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of the Service by calling 586.772.6330. CFCU reserves the right, in its sole discretion, to grant or deny reinstatement of your use of the Service. In the event CFCU agrees to reinstate the External Transfer Service, the Credit Union reserves the right to, and ordinarily will, initially reinstate the Service subject to lower transaction and monthly dollar limits, and/or with other restrictions than otherwise might be available to you.



**Compliance with Law:** You warrant that you will use the Service solely for lawful purposes and in compliance with all applicable laws, rules, and regulations.

**Amendment:** This Agreement will remain in effect until it is amended or terminated. We reserve the right to change the terms and conditions contained in this Agreement for any reason at any time. Any use of the Service after we send you a notice of change shall constitute your acceptance of such changes. You are not permitted to amend or alter this Agreement without our express written consent. Any attempt to do so will be void and unenforceable.

**Termination:** We reserve the right to terminate your use of the Service without notice if you are in violation of this Agreement or if you are using the Service in a manner inconsistent with this Agreement. You may terminate this Agreement at any time by notifying us in writing. Any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your written notice, no further transfers can be made. You remain obligated for any payments made on your behalf.

**Warranty Disclaimer:** YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CFCU IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. CFCU MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CFCU DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. YOU AGREE THAT CFCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF OR IN CONNECTION WITH (1) YOUR USE OF THE SERVICE; (2) CFCU'S ACCESS TO THE ACCOUNTS; (3) CFCU'S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR ACCOUNT TRANSFER INSTRUCTIONS; (4) ANY INACCURACY, INCOMPLETENESS, OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS OR PROVIDED BY YOU; (5) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (6) ANY NON-CFCU EXTERNAL ACCOUNT LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS; OR (7) YOUR NEGLIGENCE OR INTENTIONAL MISCONDUCT.

**Limitation of Damages:** EXCEPT WHERE OTHERWISE REQUIRED BY LAW, NEITHER THE CFCU NOR ITS SERVICE PROVIDERS AND LICENSORS, NOR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS ARE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR WARRANTY, CAUSED BY THE CREDIT UNION, THE SERVICE OR THE USE THEREOF, OR ARISING OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY PRODUCTS OR SERVICES SUBJECT TO THIS AGREEMENT. EXCEPT AS OTHERWISE REQUIRED BY LAW, NEITHER WE NOR OUR SERVICE PROVIDERS AND LICENSORS, SHALL BE LIABLE FOR ANY ACTION OR INACTION EXCEPT FOR OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. EXCEPT AS MAY BE OTHERWISE REQUIRED BY LAW, YOU AGREE THAT IN NO EVENT SHALL CFCU'S LIABILITY TO YOU EXCEED YOUR ACTUAL DAMAGES OR AN AMOUNT EQUAL TO AMOUNTS PAID BY YOU FOR THE SERVICE IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACTION OR INACTION GIVING RISE TO YOUR CLAIM, WHICHEVER IS LESS.

**Related Agreements:** In addition to this Agreement, you agree to comply with and be bound by all terms and conditions of the Related Agreements, and with all applicable laws and regulations. Please refer to the Related Agreements for additional terms and conditions and other disclosures that apply to your account.



**Section Headings:** Section headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

**Entire Agreement:** This Agreement together with the Related Agreements, constitutes the entire Agreement between you and the Credit Union and supersedes all other proposals either oral or written between you and the Credit Union on this subject.

**Arbitration:** This Agreement is subject to the Resolution of Disputes by Arbitration provision found in your Account Agreement. Except as may otherwise be provided in the Resolution of Disputes by Arbitration provision, you are liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice.