

ACH Agreement

This ACH services agreement (“Agreement”) sets forth the terms and conditions under which you may transfer funds from your UNFCU account(s).

These terms and conditions affect your rights and you should read them carefully.

Scope of Agreement

This Agreement covers all transfers using the UNFCU ACH Service initiated by me through UNFCU’s Digital Banking platform. This Agreement covers outgoing credits to send funds from my UNFCU account to an external account for the purposes of debiting my UNFCU account using the UNFCU ACH 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 Digital Banking” means UNFCU’s online banking service currently accessible from unfcu.org.
- f. “Eligible UNFCU Account” means any UNFCU deposit account owned by me that is eligible to be used with the UNFCU ACH 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 ofac.treasury.gov.

Description of Service

The UNFCU ACH Service (“UNFCU ACH Service”) enables me to request a transfer of funds from my Eligible UNFCU Account to an account held at a US financial institution; UNFCU uses the ACH Network to execute UNFCU ACH Service requests. All requests to send money to an external account must be made through UNFCU Digital 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 an ACH transfer request via UNFCU Digital 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 Digital 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 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 Digital Banking.

Authorization to Transfer Funds Using UNFCU ACH 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 ACH Service transfer request, subject to any applicable limits as to dollar amount and time to complete transfers, when my UNFCU ACH 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 ACH 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 via UNFCU Digital Banking or (ii) by revoking my authorization by calling you at 1-347-686-6000, 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 ACH Service transfer on my behalf. Any errors in the information- including incorrect or inconsistent recipient names, physical or email addresses, mobile phone numbers, account numbers, the recipient’s financial institution’s ABA number or name, as well as incorrect information in connection with a transfer from other persons to my account—are my responsibility whether the ACH transaction was created using information I entered one time or from a template created for me by any receiver. I understand and agree that if UNFCU ACH 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.

UNFCU may, at its discretion, require the use of zero dollar test transactions (commonly known as prenotes) before allowing live payments to be made to receivers established in the online payments system of Digital Banking. If prenotes are required, the receiver will be unavailable for use with live payments for up to six days.

Limited Power of Attorney

In connection with any request to transfer funds using the UNFCU ACH 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 ACH Service transfer instruction, complying with all 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 ACH 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 UNFCU has 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 ACH 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 ACH 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 ACH Service only after I access my Eligible UNFCU Account(s) through UNFCU Digital Banking using my established credentials and after the wait period for my UNFCU ACH Service enrollment is completed (a maximum of seven days), 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 ACH Service. UNFCU shall not be liable for any delay in processing my UNFCU ACH Service transfer request for my failure to comply with the terms of this ACH Service Agreement including but not limited to the security procedures. I acknowledge and agree that UNFCU has established commercially reasonable security procedures for the UNFCU ACH Service. I understand that the security procedure is designed to authenticate my identity before accepting a request for a UNFCU ACH Service transfer and not to detect errors in the content of my instruction.

Processing UNFCU ACH Requests

I understand and agree that when I request an immediate ACH 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 ACH transfer under this Agreement, the debiting 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 ACH 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 ACH 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 ACH Service) to the recipients of my transfers to (1) notify recipients of pending transfers from me, (2) request 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 ACH Transfer.

Limits on UNFCU ACH Transfers

The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid. Limits are also subject first to the amount available in my Eligible UNFCU Account for payments to other financial institutions and secondly to these UNFCU-wide limits.

Transaction Type	Time Period	Limit Amount
Debit to my UNFCU Account	Transaction Daily	USD 25,000 USD 125,000

IMPORTANT: UNFCU may permit transfers in excess of these limits from time to time, based on UNFCU's loss experience, security issues and other factors. UNFCU also may deny or limit specific transfers if it has any reason to question the authorization for, or security of, the transaction. UNFCU may also set individual lower limits on a member's account(s) for use with the UNFCU ACH Service if it deems that to be necessary.

Service Fees and Charges

There is no fee for using the ACH Service to request a transfer from an Eligible UNFCU Account through UNFCU. Should a fee be implemented for the UNFCU ACH Service in the future, those fees will be disclosed in the UNFCU Fee Schedule available at unfcu.org. I understand and agree that I am responsible for paying all fees associated with my use of the UNFCU ACH 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 ACH Service in accordance with UNFCU's fee schedule in effect at the time I make a UNFCU ACH Service transfer request.

Actions Taken Upon an Unsuccessful UNFCU ACH Transfer

When I request a transfer from an Eligible UNFCU Account using the UNFCU ACH 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 ACH 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. If I have scheduled an ACH payment through a merchant or third party and do not have sufficient funds in my UNFCU account when the transaction is presented to UNFCU, I will be charged an insufficient funds (NSF) fee in accordance with UNFCU's Membership Agreement. View all fees at unfcu.org/fees. In addition, after any failure due to insufficient funds (whether an initial failure or a subsequent failure), my access to the UNFCU ACH Service or any other UNFCU payment service may, at UNFCU's discretion, be suspended or terminated.

Rejection of a UNFCU ACH Request

UNFCU reserves the right to reject my ACH request. UNFCU may reject my request if the dollar value of one or more of my transfer requests exceeds 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 there is a security risk related to a requested transfer, or if my request cannot be fulfilled for any other reason. I understand and agree that if my request is rejected for one or more of the reasons set forth above, I will be informed of the rejection during my online session or via email soon thereafter.

Cancellations, Amendments or Recalls of a UNFCU ACH Request

I may cancel or amend a UNFCU ACH 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 ACH 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 ACH 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 ACH Transfers

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized UNFCU ACH 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 transfer' section of the Electronic Services Agreement that is part of the Membership and Accounts disclosure accessible at unfcu.org.

Significance of Email Notices About UNFCU ACH Service

I agree that all email or other electronic notices sent to me regarding the status of a UNFCU ACH request are merely service messages and will not constitute a transaction receipt or an official bank record with respect to a UNFCU ACH transfer. I acknowledge and agree that these notices may be sent to the email 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 email address.

Location of Accounts; Currency of Funds Transfer

The UNFCU ACH Service is available for fund transfers to and from accounts in the United States, excluding Puerto Rico and US possessions, and transactions are made in US dollars only.

No Unlawful or Prohibited Use

As a condition of using the UNFCU ACH Service, I warrant to UNFCU that I will not use the UNFCU ACH 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 for any purpose 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 ACH Service in any manner that could damage, disable, overburden, or impair the UNFCU ACH 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. I agree to be bound by the laws of the United States and the State of New York.

Service Changes and Discontinuation

UNFCU may modify or discontinue the UNFCU ACH 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 ACH 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 ACH Service.

Indemnity

In consideration of the Agreement by UNFCU to act upon my request to make the UNFCU ACH 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 ACH transactions and my authorization to send and receive emails 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 ACH 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 ach 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 ACH 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 ACH Service, the accuracy or reliability of any information obtained through the UNFCU ACH 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. UNFCU makes no warranty or representation that the UNFCU ACH 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 ACH 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 using the UNFCU ACH Service, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the UNFCU ACH 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 ACH Service can only occur electronically, I understand that I will be unable to proceed with using the UNFCU ACH Service unless this agreement is accepted at the time my request is submitted via UNFCU's Digital Banking platform. UNFCU reserves the right to provide information and notices about the UNFCU ACH Service to me by non-electronic means.