

# Electronic Funds Transfer Disclosure



P.O. Box 30669  
Clarksville, TN 37040  
PH: 931-431-6800  
TF: 800-821-5891  
ForteraCU.com

This "Electronic Funds Transfer Disclosure" explains your and our rights and responsibilities concerning electronic fund transfer (EFT) debits from and credits to the accounts you have with us. EFTs are electronically initiated transfers of money involving an account with us and multiple access options, including Online Banking, direct deposits, automated teller machines (ATMs), MasterCard Debit Card (Card), and Fortera Telephone Banking services.

## 1. EFT Services

### a. Automated Teller Machines

You may use your Card and personal identification number (PIN) at Automated Teller Machines (ATMs) of our Credit Union, CIRRUS, Money Pass and CO-OP networks, and such other machines or facilities as we may designate. At the present time, you may use your Card to:

- Withdraw cash from the accounts with us.
- Make deposits to the accounts with us (at Fortera Federal Credit Union ATMs only).
- Transfer funds between the accounts.
- Make point-of-sale payments for goods and services to others from the checking account.
- Obtain advances on line of credit accounts.

### b. Direct Deposit

On the instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, we will accept direct deposits by EFT of your paycheck or of federal recurring payments, such as Social Security.

### c. Preauthorized Debits

You may make direct withdrawals by EFT from the checking or regular savings account you have with us to a particular person or company, at least periodically, which you have arranged with that person or company, provided you have enough funds in the account with us to cover the payment.

### d. Fortera Telephone Banking

If we approve your application for telephone access to the accounts you have with us under Fortera Telephone Banking, you may use a telephone to access the account with us and conduct EFTs by calling 931-431-3800. You must use your PIN along with the account number you have with us to access the accounts. At the present time you may use Fortera Telephone Banking to:

- Obtain account and loan balances.
- Obtain loan payment due date and pay off information.
- Obtain last dividend date and amount.
- Obtain clearance of specific checks.
- Request a check withdrawal from the checking or savings accounts with us.
- Transfer funds between the accounts.
- Make loan payments.

### e. Online Banking

If we approve your application for Online Banking, you may use a personal computer to access the accounts. For this service, you will need a personal computer with internet access. The address for Online Banking is [www.ForteraCU.com](http://www.ForteraCU.com). You may select a password. You must use your password along with the account number with us to access the accounts. You are responsible for the installation, maintenance, and operation of your computer and software. We will not be responsible for any errors or failures involving any telephone service, internet service provider, your software installation or your computer. At the present time, you may use Online Banking to:

- Transfer funds between the accounts with us.
- Transfer funds to another member's account, provided you have the correct information.
- Obtain account balance information and recent transaction history.
- Make loan payments from account to a loan account.
- Make payments to merchants (payees) using bill payment.
- Make transfers to an account you maintain with another financial institution using the External Transfer service.
- Make transfers to an account that you or anyone else maintains with another financial institution using the Online Money Movement service.

Transactions involving the accounts you have with us are addressed by the MSA, whereas transactions involving a loan are addressed by the applicable loan agreement(s).

### f. Bill Pay

You may use the Bill Pay service (accessed through Online Banking or Mobile Banking) to make payments to third parties. Use of the Bill Pay service requires enrollment in Online Banking and agreement to the Bill Pay service terms and conditions. You may use the Bill Pay service to:

- Make loan payments from any checking or savings account to a loan account with us.
- Make payments from any checking or savings account to another financial institution.
- Pay bills from any checking or savings account.

Please note that if payment to a payee is made by check, the check may be processed and debited from your account before the scheduled payment date.

### g. Mobile Banking

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to merchants who have previously consented to accept payments through our Online Banking service and make such other transactions as described in the Online Banking Service Agreement using compatible and supported mobile phones and wireless devices ("Wireless Device"). You agree and understand that the Mobile Banking service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through Mobile Banking are the same account and service transactions available through Online Banking. When you register for Mobile Banking, the designated accounts and bill payment payees linked to the account through Online Banking will be accessible through Mobile Banking. For all mobile check deposits, you must endorse the original paper check with your signature and write: "FOR FORTERA FEDERAL CREDIT UNION MOBILE DEPOSIT ONLY" in the endorsement area. If you fail to provide this endorsement, we may refuse the deposit and return it to you. You agree to indemnify our Credit Union from any liability or loss to our Credit Union arising from the payment of the original paper check without such required endorsement.

### h. MasterCard Debit Card

You may use your MasterCard Debit Card to purchase goods and services any place MasterCard is honored by participating merchants and merchants accepting the Card and PIN at point of sale (POS) terminals. Funds to cover your Card purchases will be deducted from the checking account. If the balance in the account is not sufficient to pay the transaction amount, we may treat the transaction as an overdraft request pursuant to any overdraft protection plan, or we may terminate all services under the MSA.

**i. Electronic Check Transaction**

You may authorize a merchant or other payee to make a one-time electronic payment from the checking account using information from your check to pay for purchases, pay bills or pay other obligations ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any required notice regarding the merchant's right to process the transaction or payment, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to Electronic Check Transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4 (Member Liability) of this disclosure. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**j. External Transfer Service**

The External Transfer service enables you to request a transfer of funds: (1) from the account with us that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution enrolled in the service ("Verified Account") or (2) from a Verified Account to the Eligible Credit Union Account. We generally use the ACH Network to execute External Transfer requests, but other methods of transfer may also be used. External Transfer transactions are subject to the special External Transfer terms and conditions set forth elsewhere in this Agreement.

**k. Online Money Movement Service**

You may use our Online Money Movement service to send funds to another person through the PayPal network using their email address or mobile phone number. Online Money Movement may be accessed via online banking or mobile banking. Online Money Movement transactions are subject to the special Online Money Movement terms and conditions set forth elsewhere in this Agreement.

**2. Service Limitations****a. Automated Teller Machines**

**1) Withdrawals.** There is no limit on the frequency of cash withdrawals using your Card at ATMs owned and operated by Fortera Federal Credit Union. You may withdraw up to \$605 (if there are sufficient funds in the account) per business day. Teen debit cards are limited to \$105 per business day (if there are sufficient funds available). During periods when our system is offline, ATM withdrawals are limited to \$105 (if there are sufficient funds in the account) for both the regular and teen debit cards. For purposes of determining whether you have reached the daily limit, a day ends at midnight. Friday, Saturday, Sunday, and holidays are considered as one business day for the purposes of this limit.

**b. Fortera Telephone Banking**

The accounts with us can be accessed under Fortera Telephone Banking via a touchtone telephone only. Not all push button phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Fortera Telephone Banking will be available for your convenience seven (7) days a week. This service may be interrupted for a short time each day for data processing. If you call during this time, you will hear a message directing you to call back. We may limit the number of certain types of withdrawals from some accounts, as described in the "Rate and Fee Disclosure." No transfer or withdrawal may exceed the funds available in an account with us. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

**c. Online Banking**

**1) Transfers.** We may limit the number of certain types of withdrawals from some accounts, as described in the "Rate and Fee Disclosure." Bill payer transactions are unlimited. You may transfer or withdraw up to the available balance in the account or available

credit line at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance or otherwise require us to increase our required reserve on the account.

**2) Account Information.** Account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited, due to the processing time for ATM transactions. See the "Funds Availability Disclosure."

**3) Email and Stop Payment Requests.** We may not immediately receive email communications that you send and we will not act based on email requests until we actually receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in fourteen (14) days unless confirmed in writing as addressed in the MSA. Contact us immediately regarding an unauthorized transaction or stop payment request.

**d. Zelle Transactions**

For Zelle transactions, limits will be set at the time you use the service, will be disclosed to you prior to your use of the service, and are subject to separate terms and conditions.

**e. Mobile Banking**

You are fully responsible for understanding how to use Mobile Banking before you actually do so, and you must use Mobile Banking in accordance with any use or operational instructions posted on our web site. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. If you authorize the use of biometric login (for example, fingerprint or retinal scan) for Mobile Banking, the service may be accessed using any biometric login recognized by your wireless device, even if it is not your own. If you have permitted another person to use their own biometrics to authorize activity on your wireless device, their biometrics will also gain access to Mobile Banking if you have authorized biometric login. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, the Software or your Wireless Device. You may experience technical or other difficulties related to Mobile Banking that may result in loss of data, personalization settings or other Mobile Banking interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network that you utilize to access Mobile Banking. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that we are not liable for delays in updating account information accessed through Mobile Banking. We are not responsible for any actions you take based on information accessed through the Mobile Banking app that is not current. If you need the most current account information, you agree to contact us directly.

**f. MasterCard Debit Card**

There is no limit on the number of MasterCard Debit Card purchase transactions you may make during a statement period. MasterCard purchases are limited to the balance available in an account. In addition, you may not have more than \$2500 in pending purchases (purchases which have been authorized but have not yet been paid from the account) at any time. Teen debit cards may not have more than \$200 in pending purchases (purchases which have been authorized but have not yet been paid) at any time. During periods when our system is offline, purchases are limited to \$300 and \$100 for the teen debit card. We reserve the right to refuse any transaction that would draw upon insufficient funds or require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may

have with merchandise or services received using the MasterCard Debit Card. We are not responsible for any damages, liability or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of a Card and Account with us are subject to the following conditions:

**1) Ownership of Cards.** Any Card or other device that we supply to you is our property and must be immediately returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer the Card or Account to another person.

**2) Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to the account with us in lieu of a cash refund. You may not use the Card for any illegal or unlawful transaction. We may refuse to authorize any transaction that we believe may be illegal or unlawful.

**3) MasterCard Automatic Billing Updater.** The account you have with us is automatically enrolled in the MasterCard Automatic Billing Updater Service (ABU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the ABU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e. when replacing a lost or stolen Card). Card numbers are only supplied to merchants who participate in the ABU service. Because not all merchants participate in the ABU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to the account. You may opt out of the ABU service at any time by calling us at 931-431-6800 or toll free at 800-821-5891 or visiting us at a branch.

**4) Currency Conversion; International Transaction Fee.** Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions, as established by MasterCard International, Inc., is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in the "Rate and Fee Disclosure" for any card transaction at a location in a foreign country or with a merchant located in a foreign country even if you initiate the transaction from within the United States.

### 3. Security of Personal Identification Number

The Personal Identification Number (PIN) is established for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on the accounts with us. If you authorize anyone to have or use your PIN, that authority will continue until you specifically revoke such authority by notifying us. You understand that person may use Online Banking, online services or debit card to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature in authorizing transactions.

If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by

that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and we suffer a loss, we may terminate your electronic fund transfer and account services immediately.

### 4. Member Liability

You are responsible for all transfers you authorize using your EFT services as explained in this disclosure, which is part of the MSA. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of the accounts you have with us. However, tell us at once if you believe anyone has used the account, Card or PIN and accessed the accounts with us without your authority, or if you believe an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For transactions using a MasterCard Debit Card, if you promptly notify us of your lost or stolen card, you will not be liable for any losses, provided that you exercised reasonable care in safeguarding the Card against loss or theft. Otherwise, the following limits (applicable to all other transactions) will apply to transactions using the Card. For all other EFT transactions except Electronic Check Transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed the account with us without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of the account or EFT service, and we can prove that we could have stopped someone from accessing the account without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for unauthorized withdrawals from a line of credit account.

Also, if your statement shows EFTs that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or accessible to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used the Card or PIN without your permission or you have lost your Card, call: 931-431-6800 or toll free at 800-821-5891, or write to us at: P.O. Box 30669, Clarksville, TN 37040.

### 5. Business Days

Our business days are Monday through Friday. Holidays are not included.

### 6. Fees for EFT Services

There are certain fees for EFT services, as described on the "Rate and Fee Disclosure." We reserve the right to impose fees at a future date after we give you notice of such changes as required by law. If you request a transfer or check withdrawal from your personal line of credit account, such transactions may be subject to fees under the terms and conditions of your loan agreement. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from the account with us if you elect to complete the transaction.

### 7. Right to Receive Documentation

#### a. Periodic Statements

All EFT transactions will be recorded on your periodic statement. You will receive a statement at least once every quarter. If you have an EFT transaction, you will receive a statement monthly.

#### b. Preauthorized Credits

If you have a direct deposit made to the account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use Fortera Telephone Banking or Online Banking or you can call us at 931-431-6800 or toll free at 800-821-5891 to find out whether or not the deposit has been made.

**c. Terminal Receipt**

You may get a receipt at the time you make any transaction of more than \$15 using an ATM, POS terminal or MasterCard Debit Card. You may choose whether or not to receive a receipt when using a Fortera Federal Credit Union terminal.

**8. Account Information Disclosure**

We will maintain the confidentiality and privacy of your information in accordance with our "Privacy Notice." We will disclose information to third parties about the account or the transfers you make in the following circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders.
- If you give us your written permission.

**9. Our Liability for Failure to Make Transactions**

If we do not complete a transfer to or from an account with us on time or in the correct amount according to the MSA, we will be liable for your actual transaction loss or damage. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers are responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, internet browsers, internet access providers, online service providers or by an agent or subcontractor for any of the foregoing. Nor will we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking service and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. We will not be liable for the following:

- If, through no fault of ours, you do not have adequate funds in an account to complete a transaction, the account is terminated or the transaction amount would exceed your credit limit on your line of credit.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfers.
- If your computer fails or malfunctions or if our Online Banking system was not properly working and such a problem should have been apparent when you attempted such a transaction.
- If the ATM where you are making the transfer does not operate properly, does not have enough cash or you use a Card improperly.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent the transaction.
- If the account with us is frozen because of a delinquent loan or is subject to a legal process or other claim.
- If the error was caused by a system beyond our control such as your Internet Service Provider, any computer virus, or problems related to software not provided by us.
- If you have not given us complete, correct, and current instructions so we can make a transfer.
- If the error was caused by any applicable ATM or payment system network. The ATM machine may retain a Card in certain instances, in which event you may contact us about its replacement.

We may establish other exceptions in addition to those listed above.

**10. Termination of EFT Services**

You agree that we may terminate your use of any EFT services if you, or any authorized user of an account or PIN, breach any term of the MSA, or if we have reason to believe that there has been an unauthorized use of a Card, account or identification code.

You or any other party to the account can terminate your use of any EFT services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of EFT services will not affect the rights and responsibilities of the parties under the MSA for transactions initiated before termination.

**11. Preauthorized Electronic Fund Transfers****a. Stop Payment Rights**

If you have arranged in advance to allow a third party to make regular EFTs from the account(s) with us for money you owe them, you may stop payment of these preauthorized transfers from the account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any verbal notification. If we do not receive the written confirmation, the verbal stop payment order will cease to be binding fourteen (14) days after it has been made.

**b. Notice of Varying Amounts**

If regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

**c. Liability for Failures on Preauthorized Transfers**

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**12. Notices**

We reserve the right to change the terms of our EFT services. We will mail or make accessible a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any EFT service is subject to existing regulations governing the account with us and any future changes to those regulations.

**13. Statement Errors**

In case of errors or questions about EFTs, telephone us at 931-431-6800 or toll free at 800-821-5891 and send us a written notice at: P.O. Box 30669, Clarksville, TN 37040. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. In your notice:

- Tell us your name and account number.
- Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS (point of sale) transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit the account within ten (10) business days (five (5) business days for MasterCard Debit Card transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete

our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit the account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) used in our conclusion that the error did not occur.

#### 14. ATM Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is complete, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your Personal Identification Number or code on your card.
- Report all crimes to law enforcement officials immediately.

#### 15. Bill Payment Service Terms

##### a. Description of Service

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

##### b. Scheduling Payments

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any

payment due date, to allow us time to set up the payee and verify information about the account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to reverse any late fees or charges.

##### c. No Duty to Monitor Payments

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond our control.

If the session during which you schedule a payment or transfer ends by 3:00 p.m., we will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If the Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to the account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. We will attempt to notify you by e-mail or U.S. Postal Mail, but we shall have no obligation or liability if it does not complete a payment because there are insufficient funds in the account to process a payment. In all cases, you are responsible for either contacting the Service at 800-821-5891 to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

##### d. Cancel or Change Payment Instructions

Payments must be changed or canceled using the Service prior to 3:00 p.m. on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by us, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. We may pay any item that is presented following the lapse of any stop payment order.

##### e. No Signature Required.

When any payment or other online Service generates items to be charged to the account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

**f. Multiple Person Bill Payment Accounts**

If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.

**16. External Transfer Service Terms**

The External Transfer Service enables you to request a transfer of funds: (1) from your Credit Union account that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution that we have approved ("Verified Account") or (2) from a Verified Account to your Eligible Credit Union Account. We generally use the ACH Network to execute External Transfer requests, but other methods of transfer may also be used. External Transfer transactions are subject to the special External Transfer terms and conditions set forth in this Agreement.

**a. Service Limitations**

External Transfers are subject to limitations on the number of transfers you may make each day and each month, and the dollar amount you may transfer in any one day or month. These limits vary based on a number of factors.

**b. Consent to Use of the Service**

You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of the accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

**c. Authorization to Transfer Funds**

You represent to us that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize us to execute and charge your Eligible Credit Union Account(s) for any External Transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your External Transfer requests are made in accordance with the procedures established by us. You agree that we have no obligation to execute any request for a transfer using External Transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an External Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed us and we have had a reasonable opportunity to act on it. You agree that we are relying upon the information you provide in originating an External Transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if External Transfer instructions identify a Verified 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. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and we have no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also, you must check with your financial institution to verify their ability to participate in external funds transfer

service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any External Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

**d. Account Set-up and Verification**

We will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. Our procedures are designed to authenticate your identity before accepting a request for an External Transfer but not to detect errors in the content of your instructions. You authorize us to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which one or more low value transactions will be made between the accounts. Once the verification process is successful, the Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.

**e. Transfer Requirements and Conditions**

Your request for a transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 3:00 p.m. CST. If your request for a Standard transfer is received by us on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day.

We may change your transfer limits at any time. You agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

**f. Modifying or Cancelling Pending Transfers**

Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

**g. Rejection of an External Transfer Request**

We reserve the right to reject your funds transfer request. We may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the External Transfer, if your request is incomplete or unclear, if we identify a security risk related to a requested transfer or if we are unable to fulfill your request for any other reason. You understand that if we reject a request for an External Transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as we have determined to reject the request.

**h. Cancellations, Amendments or Recalls**

You may cancel or amend a funds transfer request only if we receive your request prior to the execution of the funds transfer request and at a time that provides us with a reasonable opportunity

to act upon that request. We shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that we shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond our reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your 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 other financial institution.

### 17. Online Money Movement Terms

Using the Online Money Movement Service (the "Online Money Movement Service" referred to in this agreement as the "Service"), you may transfer funds from any of your accounts at any financial institution to any account held by you or another person at the same or another financial institution – referred to in this agreement as "Accounts" – assuming, of course, that the transfer is permitted by your financial institution and by law.

#### a. Acceptance of Terms

This Agreement sets out the terms and conditions (the "Terms") on which our service provider and Fortera Federal Credit Union will provide and you may use the Service and forms part of a legally binding agreement between you and Fortera Federal Credit Union. When you click on the "I Agree to accept the terms and conditions" button, you will complete an application to receive the Online Money Movement Service, and you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by our service provider and/or Fortera Federal Credit Union based on specific criteria. If you do not agree to all of the Terms, do not accept the Terms & Conditions. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Fortera Federal Credit Union reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, Fortera Federal Credit Union will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, Fortera Federal Credit Union reserves the right to notify you by e-mail or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement by consulting with Fortera Federal Credit Union. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by calling us at 800-866-6474 or, if you prefer, by writing to us at P.O. Box 8017, El Monte, CA. 91734. Once the account with us has terminated for any reason, you will have no further right or access to use the Online Money Movement Service. To use the Online Money Movement Service you must be at least eighteen (18) years old and be a resident of the United States.

#### b. Information Authorization

By clicking on the "I Agree to accept the terms and conditions" button, you authorize us to verify your identity by obtaining information about your credit history from a consumer reporting agency. Fortera Federal Credit Union and our service provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Service based upon our review of your consumer report, along with other information we deem relevant. If we deny your request to use the Service, you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report.

In addition to obtaining a consumer report, Fortera Federal Credit Union and our service provider reserves the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Once you are approved for the Online Money Movement Service we may verify your accounts that you add to the Service from time to time. You authorize us to validate the accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser 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 may ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account.

#### c. User Content

Subject to Fortera Federal Credit Union's Privacy Policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to Fortera Federal Credit Union for the purpose of providing the Service, and you hereby give Fortera Federal Credit Union a license to do so. By submitting Content, you represent that you have the right to license such Content to Fortera Federal Credit Union for the purposes set forth in this Agreement.

#### d. Accounts

You understand that in order to complete fund transfers, it is necessary for Fortera Federal Credit Union and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your accounts 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 with is true, current, correct and complete. You hereby authorize and permit Fortera Federal Credit Union and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to Fortera Federal Credit Union and our service provider a limited power of attorney and appoint Fortera Federal Credit Union and our service provider as your 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 access the Accounts, effect funds transfers as described above, 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 funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Fortera Federal Credit Union and/or our service provider has actual knowledge that you wish to cease using the Online Money Movement Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any

act done by Fortera Federal Credit Union and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Account provider is independent of Fortera Federal Credit Union and your use of the Online Money Movement Service. Fortera Federal Credit Union 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 acknowledge and agree that when Fortera Federal Credit Union and our service provider is effecting a funds transfer from or to any of your or a recipient's account, Fortera Federal Credit Union and our service provider are acting as your agent, and not as the agent or on behalf of any third party. You agree that Fortera Federal Credit Union, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.***

***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 access to the accounts; (2) our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the accounts; (4) any charges imposed by any provider of accounts and (5) any funds transfer limitations set by the financial institutions or other providers of the accounts.***

Not all types of accounts are eligible for Online Money Movement Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

#### **e. Rejection of Transfers**

We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

#### **f. Authorization**

You authorize us to select any means to execute your funds transfer instructions. You understand that to affect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your accounts and credit another of your accounts or an account of a recipient. once your account has been debited, we credit our service provider's transfer account at the service provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 3-4 banking days), our service provider will credit you or the Recipients Account. The sole purpose for our service provider's transfer account is to complete your funds transfer requests and for performing the services within the scope of this Agreement. The service provider earns no interest on the funds in the transfer account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider 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.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. Fortera Federal Credit Union will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize Fortera Federal Credit Union to debit your account in the amount indicated.

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 (see "Documentation," below).

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

If you have requested for a funds transfer to a Recipient, you must provide us with a true, correct, current email address for such Recipient. We will contact the Recipient, and ask the Recipient to provide us with certain information, such as the account number and financial institution that they wish to transfer the funds to. If the Recipient fails to reply to the email or fails to follow the instructions provided by us, we will notify you and credit your account for the amount of the transfer.

#### **g. Suspension and Reinstatement of Funds Transfer Service**

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in attempting 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 that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the 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 itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "Error Reporting and Claims," below). We reserve the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, Fortera Federal Credit Union in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers," above).

#### **h. Proprietary Rights**

You acknowledge and agree that Fortera Federal Credit Union and/or our service provider owns all rights in and to the Online Money Movement Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Fortera Federal Credit Union and/or our service provider's Online Money Movement Service or any of Fortera Federal Credit Union and/or our service provider's services or technology.

#### **i. No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to us that you will not use the Service 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. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any

means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**j. Service Changes and Discontinuation**

We may modify or discontinue the Service or the account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate the account 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 Fortera Federal Credit Union and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. 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 fees associated with the use of our Online Money Movement Service.

You may terminate the account you have with us at any time by calling us at 800-821-5891. Once the account with us has terminated for any reason, you will have no further right or access to use the Service, and Fortera Federal Credit Union will not access your accounts thereafter for any reason.