



EXTERNAL TRANSFERS USER AGREEMENT

User Agreement For 1st United Credit Union's External Transfer Service

IMPORTANT: TO ENROLL IN THE EXTERNAL TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR EXTERNAL TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH THE CREDIT UNION MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR CREDIT UNION ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THE CREDIT UNION RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE EXTERNAL TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Scope of Agreement

This Agreement covers all funds transfers using the External Transfer service initiated by you from time to time through the Credit Union online banking service.

Definitions

- (a) "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- (b) "Business Day" means any day that is not a Saturday, Sunday or bank holiday.
- (c) "Eligible Credit Union Account" means my Credit Union deposit account that is eligible to be used with the External Transfer service and is enrolled in the service.
- (d) "Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the External Transfer service.

Description Of Service

The External Transfer service enables me to request a transfer of funds: (1) from my Eligible Credit Union Account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible Credit Union Account. The Credit Union generally uses the ACH Network to execute my External Transfer requests, but other methods of transfer may also be used. All requests must be made through the Credit Union's Online system and are subject to the terms of my Member Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

Authorization to Transfer Funds Using the External Transfer Service

I hereby represent and warrant to the Credit Union that I own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize the Credit Union to execute and charge my Eligible Credit Union Account(s) for any External Transfer request to a Verified Account and from a Verified Account to my Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when my External Transfer requests are made in accordance with the procedures established by the Credit Union. I understand and acknowledge that the Credit Union has no obligation to execute any request for a transfer using External Transfer that is not initiated in accordance with such procedures. I further acknowledge that the 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 I have informed the Credit Union by telephone at (800) 649-0193 that I have revoked my authorization and the Credit Union has had a reasonable opportunity to act on it.

Information Relied Upon by the Credit Union

I acknowledge and agree that the Credit Union is relying upon the information I provide in originating an External Transfer on my 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 my Verified Account are my responsibility. Although I represent and warrant to the Credit Union that I am the owner of each Verified Account and describe it to the Credit Union by name and account number (or any other number), I understand and 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. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that the Credit Union has no responsibility to investigate discrepancies between names and account numbers.

Limited Power of Attorney

I ACKNOWLEDGE AND AGREE THAT WHEN THE CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE EXTERNAL TRANSFER SERVICE, THE CREDIT UNION IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CREDIT UNION AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY.

Security Procedures

I agree that the Credit Union will initiate a funds transfer request for me only after I access my Eligible Credit Union Account(s) through its online banking service using the established login credentials. I acknowledge and agree that the Credit Union has established commercially-reasonable security procedures for the External Transfer service. I understand that the security procedures are designed to authenticate my identity before accepting a request for an External Transfer and not to detect errors in the content of my instruction.

Verification of Accounts at Other Financial Institution

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the External Transfer service. I hereby authorize the Credit Union to verify a Third Party Account by the following means: Confirmation of Trial Deposits. I authorize the Credit Union to verify my Third Party Account through the use of a trial transfer, in which three low value payments will be credited to the account. Once the verification process is successful, each Third Party Account will become a Verified Account.

Service Fees and Charges

I understand and agree that I am responsible for paying all fees associated with my use of the External Transfer Service. I authorize the Credit Union to charge my Eligible Credit Union Account (or any other of my accounts at the Credit Union) for any service fees and charges applicable to transfers requested through the External Transfer Service in accordance with the Credit Union's fee schedule in effect at the time I make an External Transfer request. The Credit Union reserves the right to change the fees charged for the use of the External Transfer Service. A copy of the Fee Schedule is available at www.1stunitedcu.org.

Execution of a Request for an External Transfer Standard Transfers

My request for a Standard transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 4:00 p.m. PST. If my request for a Standard transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, the credit union will not process my request until the next Business Day.

Actions Taken Upon an Unsuccessful External Transfer

If the funds transfer fails, the Credit Union will notify me via Secure Messaging within online banking so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

Rejection of an External Transfer Request

The Credit Union reserves the right to reject my funds transfer request. The Credit Union may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (transfer limits may be subject to change, contact us for current limits), if I have insufficient available funds in my Eligible Credit Union Account for the amount of the External Transfer, plus any applicable fee, if my request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill my request for any other reason. I understand and agree that if the Credit Union rejects a request for an External Transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.

Cancellations, Amendments or Recalls of an External Transfer Request

I may cancel or amend a funds transfer request only if the Credit Union receives my request prior to the execution of the funds transfer request, and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to me for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

Transfers Subject to the Rules of the Third Party Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I 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.

Delays, Non-Execution of Funds Transfer Request

I agree that the Credit Union shall not be responsible for any delay, failure to execute, or misexecution of my funds transfer request due to circumstances beyond the Credit Union'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. THE CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Unauthorized External Transfers

I understand that if I think that my Credit Union Banking Card has been lost or stolen, someone else has learned my access credentials for online banking or an unauthorized External Transfer or other type of online transaction has been made from one of my accounts, I must notify the Credit Union immediately by telephone at 1-800-649-0193 or, if I am unable to telephone the Credit Union, in writing to: Attn: Member Services P.O. Box 11597 Pleasanton, CA 94588. By providing such prompt notice, I may limit my personal liability for unauthorized transfers, as more fully described in the "Unauthorized Transactions" section of the Electronic Funds Transfer Agreement and Disclosure Statement.

Significance of E-Mail Notices About the External Transfer Service

I agree that all e-mail notices sent to me regarding status of my External Transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an External Transfer. I acknowledge and agree that these notices will be sent to the e-mail address contained within the Internet Banking service I provide during my enrollment in the service, even if I have informed the Credit Union separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

Means of Transfer

I understand that the Credit Union uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. The Credit Union may choose any reasonable means that the Credit Union considers suitable to complete a transfer that I request using the External Transfer service. I authorize the Credit Union to choose the means the Credit Union deem suitable to cause each of my External Transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and

regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

Currency of Funds Transfer

The External Transfer service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

No Unlawful or Prohibited Use

As a condition of using the External Transfer service, I warrant to the Credit Union that I will not use the External Transfer 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. I further warrant and represent that I will not use the External Transfer service in any manner that could damage, disable, overburden, or impair the External Transfer service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the External Transfer service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

The Credit Union may modify or discontinue the External Transfer service, with or without notice, without liability to me at any time. The Credit Union reserves the right, subject to applicable law and regulation, to terminate my right to use the External Transfer service at any time and for any reason, including, without limitation, if the Credit Union, 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 the Credit Union with false or misleading information or interfere with other users or in the administration of the External Transfer service.

Indemnity

In consideration of the Agreement by the Credit Union to act upon my request to make an External Transfer in the manner provided in this Agreement, I agree to indemnify and hold the Credit Union, its directors, officers, employees and agents 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 External Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify the Credit Union against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty

I agree that within thirty (30) days after I receive notification that my External Transfer request has been executed, I will tell the Credit Union of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of the Credit Union's error, the Credit Union'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 the Credit Union shall be at the Credit Union's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. In any event, if I fail to notify the Credit Union of any claim concerning my funds transfer request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law.

I AGREE THAT THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING THE CREDIT UNION AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY EXTERNAL TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A

VERIFIED ACCOUNT. IN NO EVENT SHALL THE CREDIT UNION BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY EXTERNAL TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS 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. THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY THE CREDIT UNION FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE EXTERNAL TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Amendments

I agree that the Credit Union reserve the right to change the terms and conditions of this Agreement as required by law or Credit Union policy. Unless otherwise required by law, the Credit Union may amend this Agreement without prior notice to me. If the Credit Union chooses to notify me of an amendment or is required to do so by law, the Credit Union 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 the Credit Union has on file for me.

Governing Law

This Agreement shall be governed by the laws of the State of California.

Required Equipment

In order to use the External Transfer service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling (800) 649-0193.

Consent and Agreement

By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the External Transfer service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the External Transfer service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button.