

**Appalachian Community Federal Credit Union**  
**Funds Transfer Service Agreement and Disclosure Statement**

This Funds Transfer Service Agreement and Disclosure Statement (this "Agreement") governs the use of the Funds Transfer Service described herein, which is offered by and through Appalachian Community Federal Credit Union ("Credit Union", "we", "us", or "our"), to each consumer or business whose application (the "Application") for the Funds Transfer Service is approved. By using the Funds Transfer Service, you agree to all the terms of this Agreement. Each reference in this Agreement to "you" or "your" means each consumer who submits the Application for the Funds Transfer Service. Please read this Agreement carefully and keep a copy for your records. With our fully interactive online Funds Transfer Service, you may transfer funds from any of your accounts at your host financial institution to or from any other account held by you at another financial institution if the transfer is permitted by each financial institution and by law.

**1. Information Authorization**

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using the Funds Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering.

We may verify your Accounts that you add to the Funds Transfer 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.

Once the test transfer is complete we will ask you to access your Account to tell us the amount of the credit and debit confirmation transactions or any additional information reported by your financial institution 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.

**2. User Content**

Subject to our 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 us for the purpose of providing the Funds Transfer Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to license such Content to us for the purposes set forth in this Agreement.

**3. Accounts**

You understand and agree that at all times your relationship with us and each Account provider is independent of us and your use of the Funds Transfer Service. We 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 WE ARE EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES 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 funds transfer. Be sure to check with your financial institution for restrictions regarding transfers to or from 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.

**4. Electronic Communications**

A. General Consent; Categories of Records. The Funds Transfer Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

This Agreement and any amendments, modifications or supplements to it.

Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.

Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.

Any Customer Service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.

Any other communication related to the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement

and any electronic Communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the Communications electronically, you may not use the Service.

B. How to Update Your Records. You agree to promptly update your registration records with us if your e-mail address or other information changes.

## **5. Privacy Policy and Confidentiality**

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the Funds Transfer Service, we must obtain from you certain personal information about you, your Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy policy.

## **6. Business Days**

The Service will process requests for transfers on business days. Our business days are Monday through Friday. Holidays and Federal Reserve Holidays are not included.

## **7. Transfer Types and Limitations**

### **A. Types of Transfers**

Transfers can be between Accounts held at this financial institution and accounts you have enabled for funds transfers.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the Funds Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may, at any time, decline to affect any funds transfer that we believe may violate applicable law.

### **B. Frequency of Transfers**

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Funds Transfer Service.

### **C. Dollar Amount of Transfers**

You may not make funds transfers in excess of limits described on the Service. The current limits are \$500 per day and \$1,000 per week. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Funds Transfer Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of Funds Transfer Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

### **D. Transfers subject to the Rules of the Accounts**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

### **E. Rejection of Transfers**

We reserve the right to decline to affect 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 effect your funds transfer instruction we debit one of your Accounts and credit another of your Accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us 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. We will debit your Account for any such fee.

You understand and agree that we may impose additional charges in connection with your funds transfer transactions. We will notify you of such fee in advance of the transaction. Information on the amount of the fee is available on the introduction page of the Funds Transfer Service. If you choose to proceed with the transaction, you authorize us 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, including any fee that may be charged by the institution holding the Account that is so debited. 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.

## **8. 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 Funds Transfer 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 ourselves from loss. In the event of such suspension, you may request reinstatement of the Funds Transfer Service by contacting us at 800-378-3778. We reserve the right to, at our discretion, grant or deny reinstatement of your use of the Funds Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Funds Transfer 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 Funds Transfer Service, we at our sole discretion may thereafter restore your ability to affect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers," above).

#### **9. Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

#### **10. Proprietary Rights**

You are permitted to use the Funds Transfer Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Funds Transfer Service.

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

As a condition of using the Funds Transfer Service, you will not use the Funds 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. You further warrant and represent that you will not use the Funds Transfer Service in any manner that could damage, disable, overburden, or impair the Funds Transfer Service or interfere with any other party's use and enjoyment of the Funds Transfer 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 Funds Transfer Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### **12. Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

#### **13. Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

#### **14. Account Number Policy**

If funds transfer instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

#### **15. Joint Account Holder**

In submitting your application for the Funds Transfer Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Funds Transfer Service. We will end your use of the Funds Transfer Service if any joint account holder notifies us that (i) they never consented to your use of our Funds Transfer Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

#### **16. Means of Transfer**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as the Clearing House Interbank Payments System (CHIPS) or automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and any interest earned will be our property.

## **17. Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. We are not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from our breach of a representation or warranty hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough funds in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Funds Transfer Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough funds to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the website was not working properly and you knew about the breakdown when you started the funds transfer.

## **18. Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR FUNDS TRANSFER SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE FUNDS TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE FUNDS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE 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, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE FUNDS TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE FUNDS TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE FUNDS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE FUNDS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE FUNDS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **19. Indemnification**

You agree to indemnify us, defend us and hold us harmless, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the terms or your infringement, or infringement by any other user of your account at our web site, of any intellectual property or other right of any person or entity.

## **21. Miscellaneous**

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Funds Transfer Service. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Funds Transfer Service following receipt of notice of any changes proposed by us. All notices to you

shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. All notices to us must be made in writing and sent to us at Appalachian Community Federal Credit Union, 5034 Bobby Hicks Highway Suite 2, Gray, Tennessee, 37615 via registered or certified mail. This Agreement is personal to you, and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon the acceptance of your application for the Funds Transfer Service by us.