

First Choice Credit Union External Transfers Terms and Conditions

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO PARTICIPATE IN THE **FIRST CHOICE CREDIT UNION** EXTERNAL TRANSFERS SERVICE (THE "SERVICE"). YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("AGREEMENT") AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT.

This Agreement contains the terms and conditions for the use of First Choice Credit Union External Transfers, ("External Transfers" or "Services") and/or other remote services that First Choice Credit Union ("FCCU", "Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with the Credit Union, including your Membership Account and Agreement, and Electronic Consent, as amended from time to time, are incorporated by reference and made a part of this Agreement.

The Service: This Service allows you to transfer funds between your linked personal deposit accounts at First Choice Credit Union and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at FCCU. An outbound transfer moves funds from an account at FCCU to an account outside of FCCU.

You will need to enroll each of your non-FCCU accounts that you wish to use for this Service. You acknowledge that the origination of ACH transactions to your account must comply with the provisions of U.S. law, NACHA Rules and Regulations, and that you are authorized to conduct transactions on all accounts involved in the transfer. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds into and out of.

All accounts requested to be used as part of this Service will be verified in accordance with FCCU procedures. The verification process must be completed by you prior to using the Service. Verification instructions are displayed to you during the enrollment process. In order to verify this external account, you authorize FCCU to make two (2) small (under \$1.00) deposits and one offsetting withdrawal, equal to the two (2) small deposits, to the above listed account. You agree that FCCU is not responsible for any overdraft, insufficient funds, or other fees that result solely as a result of your failure to make at least \$1.00 available for transfer.

Requests for immediate transfers of funds cannot be cancelled: Future dated and recurring transfers can be canceled by 2:00 PM Eastern time on the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

Acceptance of these Terms: Your use of External Transfers constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use External Transfers after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from External Transfers. Your continued use of the Services will indicate your acceptance of any such changes to the Services. If you violate these terms, then we also may use such actions as a basis to terminate your account relationship with us.

Limitations of Service: When using the Services, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, immediately and at any time without prior notice to you.

Fees: A fee may be charged for this Service in addition to other applicable fees, such as for returned items and overdrafts, as set forth in the Fee Schedule, which may be amended from time to time, a copy of which you agree to having reviewed with or prior to entering into this Agreement. You are responsible for paying the fees for the use of the Service. The Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize us to deduct any such fees from any Credit Union account in your name.

Availability of Funds: Outbound transfers will be debited from your account on the business day following the day you initiate the transfer provided you have met the cutoff time for submitting External transfers. Inbound transfers will be credited to your account on the third business day following the day you initiate the transfer and funds will be available provided you have met the cutoff time for submitting External transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 12:00 PM Eastern Time.

Funds requested to be transferred will be debited/credited to the non-FCCU account according to the receiving Financial Institution's availability and transaction processing schedule. Once a transfer is made to another financial institution, FCCU will have no further responsibility or liability for the deposit or withdrawal of such funds.

Transfer Limits: We may establish limits on the dollar amount and/or number of transfers from time to time through External Transfers. Limits may be changed at any time at our discretion. If you attempt to initiate a transfer in excess of these limits, we may reject your transfer. If we permit you to make a transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times. External Transfers are limited to \$2,000 per transaction and \$2,000 per day. External transfers are limited to \$6,000 inbound and outbound on a 28-day rolling cycle period. There is no daily or monthly statement cycle limit on the number of transfers, as long as the respective dollar limits are not exceeded. Daily and monthly transfer limits may vary for use of other services.

Errors: You agree to notify the Credit Union of any suspected errors regarding transfers processed through the Services right away, and in no event later than 30 days after the applicable FCCU account statement is sent. Unless you notify us within 30 days, such statement regarding all transfers made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First Choice Credit Union for such alleged error.

Errors in Transmission: By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. First Choice Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Cooperation with Investigations: You agree to cooperate with us in the investigation of unusual transactions and resolution of customer claims, including by providing, upon request and without further cost, any records relating to such items and transmissions.

Termination: We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Membership Account and Agreement or any other agreement with us. You may use External Transfers only for personal, family, and household services and not business purposes.

Enforceability: We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership & License: You agree that FCCU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the

Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anticompetitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES: YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. **LIMITATION OF LIABILITY:** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Indemnification: In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of External Transfers or your breach of the representations, warranties or covenants set forth in these Service Terms.

No Waiver: No waiver of any of the foregoing terms and conditions shall be effective unless it is in writing and signed by an authorized officer of First Choice Credit Union, and no waiver shall be deemed to imply or constitute a continuing waiver or a waiver of any other term or condition.

Jurisdiction and Governing Law: You will be deemed to have agreed to the exclusive jurisdiction of the State and Federal courts of the State of Florida, for resolution of any

dispute you have relating to the goods or services offered or promoted herein, or to this agreement. The laws of the State of Florida (excluding its conflict of laws rules) will be applied to any dispute, regardless of where it is heard.

Construction and Interpretation: If any portion of this agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion shall be construed as narrowly as possible in order to give effect to as much of the agreement as possible.

Electronic Signature: Your enrollment to use the Service or your use of the Service constitutes your signature, acceptance, and agreement to the terms and conditions of this Agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature. You agree that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and the Credit Union.