

DESERET FIRST FEDERAL CREDIT UNION

ACH TRANSFER SERVICE AGREEMENT

(Rev. 8/2016)

Introduction

This Agreement establishes the rules governing the processing of electronically transferred funds from your checking, savings, or loan account at DFFCU to an enrolled checking or savings account that you own at another financial institution. It also governs transfers from an External Account to your checking, savings, or loan account at DFFCU.

DFFCU may amend any of the terms and conditions in this Agreement at any time and without prior notice. DFFCU will post such amendments on its website, or at its option, may otherwise deliver notice, electronically or otherwise, of the amendments to the Agreement.

Definitions

Unless otherwise stated the following definitions apply to all parts of this Agreement:

The terms “**we**,” “**us**,” “**our**,” “**Deseret First Federal Credit Union**,” “**DFFCU**,” and “**Credit Union**” refer to Deseret First Federal Credit Union.

The terms “**you**” and “**your**” refer to you the member of Deseret First Federal Credit Union who is entering this agreement.

The term “**business days**” means Monday through Friday, excluding Saturday, Sunday and Federal and State legal holidays.

“**Account**” or “**Accounts**” means an enrolled checking, savings, or loan account that you own at Deseret First Federal Credit Union.

“**External Account**” means an enrolled checking or savings account that you own at another financial institution.

“**External Transfer**” means a transfer to or from an enrolled External Account.

“**Services**” means any of the ACH transfer functions offered by Deseret First Federal Credit Union or used by you in connection with this Agreement, including optional functions and any functions made available by DFFCU in the future.

“**System**” means the program that is maintained by Deseret First Federal Credit Union, or third parties, that enables you to access the Services.

Terms and Conditions

By enrolling an External Account, or by making a transfer using DFFCU’s Services, you accept all the terms and conditions of this Agreement. You also represent that you are an owner of the External Account and are authorized by any other owners of the External Account to enroll that account and make transfers. You also authorize DFFCU to initiate credit and debit transactions from the External Account. Your request to enroll an External Account is subject to our verification and approval. In our discretion, we may limit the number of External Accounts you may have at one time or unenroll any External Account.

Other Governing Laws, Rules, and Regulations. In addition to this Agreement, you agree to be bound by and comply with all applicable State and Federal laws and regulations, including but not limited to, Regulation CC –

“Expedited Funds Availability Act,” Regulation D, Bank Secrecy Act, and all laws administered by the United States of America which are in existence as of the date of this Agreement and as amended from time to time.

Services and Access. Once you have enrolled in the DFFCU Services you will be able to use the Services to transfer funds to or from an External Account. You must provide DFFCU with the following information regarding an External Account: ABA routing number, account number, name of the financial institution where the External Account is located, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize DFFCU to make micro-deposits that you must verify before DFFCU will allow transfers to or from the External Account.

Deseret First Federal Credit Union reserves the right to reject an enrollment request for any reason, including but not limited to fraud or misuse. You agree to only enroll accounts you own and are aware that not all accounts are eligible for the DFFCU ACH transfer program.

Transferring to an External Account. All External Transfers to an External Account are subject to the rules and regulations of the financial institution where the External Account is located. You agree not to transfer any funds to an External Account where the transfer would violate the rules and regulations governing such an account.

When you schedule a transaction for an External Transfer to an External Account, DFFCU will hold the funds on the scheduled date of the transaction. This hold will remain effective until the funds are sent and the transaction is complete.

DFFCU will not honor an External Transfer to an External Account if the account has non-sufficient funds to cover the transfer.

Transferring from an External Account. All External Transfers from External Accounts are subject to the rules and regulations of the financial institution where the External Account is located. You agree not to transfer any funds from an External Account where the transfer would violate the rules and regulations governing such an account.

When you schedule a transaction for an External Transfer from an External Account, your funds will generally be available on the second business day after the day of deposit. If we are not going to make your funds available on the second business day, DFFCU will notify you of longer delays as required by the Funds Availability Disclosure.

If any External Transfer from an External Account is rejected or returned, you authorize DFFCU to collect funds from any of your accounts maintained at the Credit Union. If you have insufficient funds to cover any deficiency, you agree to reimburse DFFCU for the amount of the return along with any applicable service fees, collection fees, and/or legal fees.

Prohibited Payments. Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. It is unlawful to use this system to transfer money to any person or organization listed in the Office of Foreign Asset Control’s Specially Designated Nationals list. DFFCU reserves the right to refuse any transfer. DFFCU will promptly notify you if it decides to refuse to perform a transfer. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

Settlement of Transfers. Transfers to and from External Accounts may take between one and three business days to settle. Immediate transfers may take up to three days before funds are posted to the account. Scheduled transfers, both one-time and recurring, will settle one to three business days after the scheduled transaction date.

Termination of Service. Deseret First Federal Credit Union reserves the right to terminate access to the Service at any time. DFFCU may remove any or all enrolled External Accounts for any reason, including but not limited to, fraud, misuse, ACH transaction returns, or any other unacceptable use of the Service.

You may request termination of Service for any External Account at any time. This Agreement will continue to govern any transfers that cannot be cancelled at the time of your termination.

Transfer Limits. DFFCU has established the following limits on the amount of funds that you can transfer. These limits are subject to change at any time without notice. DFFCU has established the following limits:

- External Transfers are limited to a daily aggregate of \$2,500 for External Transfers to and from External Accounts.
- External Transfers are limited to a monthly aggregate of \$10,000 for External Transfers to and from External Accounts.
- There are no limits on the number of daily or monthly External Transfers.

Changes to Fees and Other Terms. Deseret First Federal Credit Union reserves the right to change the fees or other terms of this agreement at any time. DFFCU does not charge a fee for enrolling in the Service, however, fees may be incurred at the financial institution where an External Account is located.

Availability of Services. DFFCU will make reasonable efforts to make the Services available for your use on a continuous basis, however, the Service may not be available at all times due to emergency or scheduled System maintenance. Additionally, we do not guarantee functionality on all electronic access devices, on all communications networks, or in all geographic regions. DFFCU will attempt to maintain access to the Service during non-peak hours, however, we may conduct System maintenance at any time.

Transmission Deadlines. Transmissions originate from DFFCU's offices in Salt Lake City, Utah.

External Transfers initiated through the System before 2:00 pm Mountain Time on a business day will be posted/debited to your account the same day. External Transfers completed after 2:00 pm Mountain Time or on a non-business day will be posted on the next business day. Transfers with a future effective date may be cancelled/edited before 2:30 pm Mountain Time on the effective date.

Confidentiality and Authorized Users. You are responsible for preventing the misuse of your accounts associated with the Service and you agree to keep your DFFCU password and user name needed to access the Service confidential. You agree to promptly review your paper or electronic statements for accuracy and immediately notify us in the event of any error or unauthorized access.

You agree that if you authorize another person to access the Service on your behalf, we may rely upon their apparent authority. Unless otherwise prohibited by law, you agree to indemnify us and hold us harmless for any loss or damage resulting from any person so authorized.

Use of Services. You agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this Agreement. You agree that it is your responsibility to ensure that you enter valid and correct External Account information. External Transfers sent to invalid or incorrect account numbers may not be recoverable. DFFCU will take reasonable steps to recover funds sent to incorrect account numbers but will not be responsible for returning funds lost due to your error. You agree that you will not attempt to circumvent the security features of the Services or make any improper or unauthorized transfer of funds using the Service. You agree to refrain from any activity or conduct that would infringe upon the proprietary rights of the owner(s) of any software or services associated with the Services. You agree that any such infringement will result in the immediate termination of your access to the Services. Additionally, you agree to be liable for any and all costs, damages, and losses arising from your misuse, infringement, or violation of the proprietary rights of the owner(s) of any software or services associated with the Services, regardless of whether such misuse, infringement, or violation is willful or negligent.

Termination. DFFCU may terminate any or all Services at any time and for any reason, including but not limited to, your breach of any part of this Agreement or DFFCU's Membership Agreement, or if DFFCU is no longer able to provide the Services.

Confidentiality. You acknowledge and authorize DFFCU to disclose information about your account to third parties:

- To enable your access to the Services and the System;
- When it is necessary for completing External Transfers; and
- As required by law.

Contact Information. Notifications required by this Agreement are to be directed to DFFCU at the address or telephone numbers listed below.

DESERET FIRST FEDERAL CREDIT UNION
PO BOX 45046
Salt Lake City, UT 84145
Phone: 801-456-7000 Toll Free: 800-326-3328

Disclaimer of Warranty and Limitation of Liability. The provisions of this Part are in addition to the other liability provisions specifically mentioned throughout this Agreement and those specifically stated in the Membership Agreement and the applicable account disclosure statements and shall survive the termination of this Agreement.

DFFCU makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Services provided to you under this Agreement. We do not and cannot warrant that the Services will operate without errors. Except as provided in this Agreement or otherwise required by law, you agree that DFFCU's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by any Services or products provided under this Agreement or by reason of your use of the Services.

DFFCU shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only for its negligent acts in performing those Services. DFFCU shall not be liable for your acts or omissions, including but not limited to the amount, accuracy, or timeliness of transmittal, or those of any person, including but not limited to any Federal Reserve Financial Institution or transmission or communications facility and no such person shall be deemed DFFCU's agent. You agree to indemnify DFFCU against any claims, damages, loss liability, or expense, including attorney's fees and expense, resulting from or arising out of any claim of any person that DFFCU is responsible for your act or omission or the act or omission of any other person described in this paragraph.

In no event shall DFFCU be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, including but not limited to loss or damage from subsequent wrongful dishonor resulting from DFFCU's acts or omissions pursuant to this Agreement.

DFFCU shall not be liable for failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond the Credit Union's control. In addition, DFFCU shall not be liable for failing to transmit or delay in transmitting a deposit if such transmittal would result in DFFCU violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States government regulatory authority.

Notwithstanding any other provision set forth in this Agreement to the contrary, in the event of default by you, DFFCU shall have all rights and remedies available at law or in equity.

Governing Law. This Agreement shall be construed in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the state of Utah. You agree to abide by and comply with all local, state, and federal rules, laws, and regulations.

Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.