

# BCU Business External Institution Transfer Agreement

The Baxter Credit Union (“BCU” or “Credit Union”) Member Business Service Agreement (“BMSA”) and my online banking agreement with BCU are incorporated herein by reference and represent additional terms that are part of this BCU Business External Institution Transfer Agreement (“Agreement”).

This Agreement covers all funds transfers using the Service (defined below). The Service allows me to set up and transfer funds to and from my business accounts at other financial institutions to and from my BCU business accounts. The Service works by verifying my external accounts then, using the existing ACH process, transfers funds to or from those accounts. All references herein to “account(s) means my BCU business accounts or my business accounts at other financial institutions.

**I understand that to enroll in the Service I must accept the terms of this Agreement. The terms and conditions of this Agreement affect my rights, and I know that I should read them carefully.**

## BCU Business External Institution Transfer Agreement Terms and Conditions

### 1. Definitions

The following defined terms are used in this Agreement:

- 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 every day that is not a Saturday, Sunday, Federal Reserve Banking System or Credit Union holiday.
- c. “Entry” is the transfer instruction that I initiate or authorize through the Service to request the Credit Union to originate a funds transfer from or to a Registered Account to or from an eligible Credit Union account on my behalf.
- d. “I,” “me” and “my” refer to the Credit Union member who agrees below to the terms and conditions of this Agreement and refers to me as a natural person and as a legally binding representative to the business accounts.
- e. “NACHA” means the National Automated Clearinghouse Association. “NACHA Rules” means the operating rules of NACHA.
- f. “Registered Account” means a Third Party Account that I have successfully enrolled in the Service.

- g. “Service” means the Business External Institution Transfer Service that is eligible to be used within BCU’s online banking service to transfer funds to and from my business accounts at other financial institutions to and from my BCU business accounts.
- h. “Third Party Account” means an account owned by you at another financial institution located in the United States and Puerto Rico.

## 2. Service Functions

The Service enables me to request a transfer of funds through the online banking self-service section of the Credit Union’s website. All requests are subject to the terms of this Agreement, my online banking agreement with the Credit Union, the BMSA, and all other agreements with the Credit Union, each as in effect from time to time, the NACHA Rules and applicable laws and regulations.

## 3. Password and Security

I agree that I am responsible for establishing and maintaining procedures to safeguard against unauthorized Entries using my password, member number or other applicable security measures. I agree not to give or make available my password, member number, or other applicable security measures that I establish to safeguard my account, which includes means to access the Service, to any unauthorized individuals. Subject to applicable law and regulation, I know that I am responsible for all actions, including Entries that I authorize using the Service.

If I permit any third party to use my password, member number or other applicable security measures, subject to applicable law and regulation, I am responsible for any transactions they initiate using the Service. If I believe or suspect that my password, member number or other means to access the Service has been lost or stolen or that someone has used, or may attempt to use, the Service without my consent, I must notify the Credit Union at once by calling 800-388- 7000 and follow such notification with written confirmation. Subject to applicable law and regulation, the occurrence of unauthorized access will not affect any funds transfers made in good faith by Credit Union prior to receipt of such notification and within a reasonable time period to prevent unauthorized funds transfers.

I acknowledge that the purpose of my security procedures is for verification of authenticity and not for the Credit Union to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between me and the Credit Union.

I hereby authorize the Credit Union to verify my Third-Party Accounts through the use of any verification process it deems necessary at any time, including, without limitation, trial transfer(s), in which one or more low value payments will be credited to the Third-Party Account. In the event the Credit Union does initiate such a trial transfer, I may then be asked by the Credit Union to review my account and enter the amount of each transfer made into such Third-Party Account into the Service within ten (10) calendar days of setting up my Third-Party Account.

Once the Credit Union deems its verification processes to be successful, each verified Third Party Account will become a Registered Account.

#### 4. Authorization to Complete Funds Transfers

By logging into the Credit Union's online banking service at [www.bcu.org](http://www.bcu.org) with my member number, password, and any other security measures to request an Entry through the Service, I authorize the Credit Union, including its employees, agents, and service providers, to initiate electronic debits and credits to and from my added Credit Union account and Registered Account in order to process the requested Entry. I also authorize the Credit Union to initiate electronic debits or credits to or from such Credit Union account or Registered Account in order to correct any error in a previous Entry or in the event that the Credit Union cannot complete a requested Entry. This authorization shall remain in place until I cancel the Service, and the Credit Union has had a reasonable time to act upon my cancellation request. In the event of an outstanding error or a transaction that has been returned, I agree that the Credit Union retains the right to initiate Entries, even after my cancellation request, for a reasonable amount of time until the error has been corrected. If subsequent to the Credit Union's completion of an Entry, the funds transfer to or from the added Credit Union account or Registered Account to fund the transfer is not processed or is returned by the financial institution holding a Registered Account for any reason, I authorize the Credit Union to debit my account to cover the transfer amount, including but not limited to any other Credit Union account or Registered Account that I have added to the Service, regardless of whether the Credit Union account or Registered Account was part of the Entry.

I represent to the Credit Union that I am the owner and/or authorized signer of all of the Credit Union account(s) and the Registered Account(s) added to the Service and have all necessary authority and rights to register for the Service and to initiate an electronic funds transfer to and from such Credit Union accounts and Registered Accounts. The Credit Union and the financial institution(s) holding the Registered Account(s) may rely on the representations and the authorizations provided by me in this Agreement without investigation. The Credit Union will ordinarily use the ACH Network in order to initiate the Entries to and from my added Credit Union accounts and Registered Accounts to process an Entry. The Credit Union may use other methods to process an Entry, including a book transfer or wire transfer.

#### 5. Compliance with Security Procedures

Subject to applicable law and regulations, an Entry (or a request for cancellation or amendment of an Entry) received by the Credit Union will be deemed effective as my Entry (or request) and I shall be obligated to pay the Credit Union or other applicable financial institution the amount of such Entry even though the Entry (or request) was not authorized by me, provided Credit Union accepted the Entry in good faith and acted in compliance with the security procedures previously described with respect to such Entry.

I shall pay the Credit Union or other applicable financial institution the amount of the Entry, whether or not the Credit Union complied with the security procedures previously described with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if the Credit Union had complied with such security procedure.

## 6. Processing of Funds Transfers

If possible and commercially reasonable, the Credit Union will process Entries received before 2:30 p.m., Central Standard Time on the next Business Day after receipt. Entries that are received on a non-Business Day or after 2:30 p.m. Central Standard Time on a Business Day will be processed the second Business Day after receipt. Once the transaction is processed and funds are received by the Credit Union, the availability of the funds are subject to a one-day hold. The Credit Union reserves the right to place an extended hold on ACH debit transfers (deposits transferred from other institutions) if the Credit Union has reason to believe the requested Entry will be returned or rejected for any reason. The Credit Union will notify you of any extended holds placed on requested entry by mail, email, telephone or in writing within one business day of the hold being placed. Please note that provisions of the Expedited Funds Availability Act and the Check Clearing for the 21st Century Act do not apply to ACH Debit Transfer Entries that you request. The Credit Union has no obligation to complete a requested Entry if: (i) the debit to the Registered Account to fund a transfer is not processed or is returned by the account holding financial institution for any reason; (ii) the requested Entry exceeds any dollar or frequency limitation placed on funds transfers by the Credit Union; (iii) any restriction or limitations imposed by the financial institution holding the Registered Accounts; or (iv) there is an insufficient funds balance in my Registered Account to complete the Entry. The Credit Union is not responsible for actions taken by the financial institution that holds any Registered Account and is not responsible if the financial institution does not properly credit the funds transfer to any Registered Account.

## 7. Rejection of Entries

The Credit Union may reject any Entry which does not comply with the requirements of this Agreement. The Credit Union shall notify me by email, telephone, or writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted by the Credit Union. Notices of rejection shall be effective when given. The Credit Union shall have no liability to me by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

## 8. Reliance on My Instructions

The Credit Union is not responsible for detecting any errors in an Entry that I request through the Service. I am responsible for the content of any Entry, and the Credit Union may rely upon the information I provide when processing the Entry. The Credit Union may rely solely on the account numbers and bank identifying numbers that I provide to the Credit Union for identifying my Third-Party Account(s) and financial institution(s), regardless of whether or not I also provide the name of the account holder or the name of the financial institution.

## 9. Services Account Limitations

Under normal operating circumstances, the Service has the following limitations:

- a. An Entry received prior to 2:30 p.m., Central Standard Time will be processed the next Business Day.

b. An Entry received on a non-business day or after 2:30 p.m., Central Standard Time will be processed the second Business Day.

c. A \$25,000 aggregate credit or debit limit for funds transfers within a sixty (60) day window.

d. A \$1,000 aggregate credit or debit limit for funds transfers within a sixty (60) day window may be imposed if certain account thresholds are met and is at the Credit Union's discretion.

#### 10. Cancellation of Requested Funds Transfer

I shall have no right to cancel or amend an Entry after its receipt by the Credit Union. However, I may request a cancellation of an Entry that I have previously requested through the Service if the Entry has not been processed. To request a cancellation, I should use the cancellation feature of the Service. If such request complies with the security procedures previously described, the Credit Union will take reasonable steps to act on my cancellation requests but is not responsible if the Credit Union is unable to cancel an Entry because of insufficient time to act on the cancellation request or if such cancellation is not effected. I shall reimburse the Credit Union for any expenses, losses, or damages the Credit Union may incur in effecting or attempting to effect my request for the cancellation of an Entry.

#### 11. Provide Accurate Information

I agree to provide true, accurate, current, and complete information about myself and my accounts maintained at other financial institutions, as requested in the Credit Union's registration process. I agree to not misrepresent my identity or my account information. I agree not to use the Services for illegal purposes or for the transmission of material that that infringes on the rights of others. I will not violate the law of the United States.

#### 12. Customer Representations and Indemnification

With respect to each and every Entry initiated by me, I represent and warrant to the Credit Union and agree that I shall perform my obligations under this Agreement in accordance with all applicable laws and regulations. Subject to applicable law and regulations, I agree to protect and fully compensate the Credit Union from any and liability, loss, damages, expenses and costs (including, but not limited to, reasonable attorney's fees and expenses) caused by or arising from my use of the Service, my violation of or breach of any representation or warranty under this Agreement, or my infringement, or infringement by any other user of my account, of any intellectual property or other right of anyone, including any third party claims.

#### 13. Information Authorization

I agree that some or all of the information I provide to the Service can go through a verification process. In addition, I agree that the Credit Union reserves the right to request a review of a business and my consumer credit report at its own expense to determine continued eligibility for the Service.

#### 14. Service Changes, Cancellation and Discontinuation

I shall pay the Credit Union the charges for the Services provided in connection with this Agreement. The Credit Union reserves the right to change, cancel or discontinue, temporarily or

permanently, the Service and this Agreement at any time. I agree that the Credit Union will not be liable to me or any third party for any modification or discontinuance of the Service. The Credit Union or its service providers may (i) suspend or discontinue the provision of the Service to me, (ii) suspend or discontinue my ability to use a particular account in connection with the Service, or (iii) refuse to process a transaction requested by me in connection with the Service, for any reason in the Credit Union's reasonable discretion, including but not limited to instances where the Credit Union is unable to validate any registration or transaction information provided by me, or if the Credit Union believes that providing services or completing the requested transaction may expose the Credit Union to a risk of loss or violation of applicable law. In the event of such suspension, cancellation, or discontinuation, the Credit Union will notify me via a written notification, an e-mail, or online posting on the Credit Union's website. Upon suspension or discontinuation, any recurring or future-dated transfers that have been scheduled by me will not be initiated (unless the suspension or discontinuation only concerns an account not involved in funding or receiving such recurring or future dated transfer). I may cancel this Agreement and the Service at any time. Any cancellation of this Agreement or the Service shall not affect any of the Credit Union's rights or my obligations with respect to Entries prior to such termination, or the payment obligations of me with respect to services performed by the Credit Union prior to termination, or any other obligations that survive termination of this Agreement.

#### 15. Amendments

Subject to applicable laws and regulations, the Credit Union may amend any of the terms and conditions contained in this Agreement. Written notice of such changes may be provided to me via mail, email, or by posting on my Credit Union online account at [www.bcu.org](http://www.bcu.org). I acknowledge and agree that my use of the Service after my receipt of the written notice constitutes my acceptance of such amendments to the terms and conditions in this Agreement.

#### 16. Entire Agreement

This Agreement, and all agreements, incorporated herein, are the complete and exclusive statement of the Agreement between the Credit Union and me with respect to the Service and supersedes any prior agreement or proposal and any other communications between me and the Credit Union relating to this Agreement and the Service.

I am responsible for regularly reviewing these terms and conditions. Continued use of the Service and any changes constitute my consent to any changes to the terms and conditions.

#### 17. Credit Union Responsibilities and Liability

In the performance of the Services, the Credit Union shall be entitled to rely solely on the information, representations, and warranties provided by me pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. The Credit Union shall be responsible only for using its commercially reasonable efforts to provide services expressly provided for in this Agreement. The Credit Union shall not be responsible for my acts or omissions (including without limitation the amount, accuracy, timeliness of funds transmittal or authorization of any Entry received from me) or those of any other person, including without limitation any other financial institution, the Federal Reserve or any Automated Clearing House or transmission or

communications facility, and no such person shall be deemed the Credit Union's agent. I agree to indemnify the Credit Union against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Credit Union is responsible for any act or omission by me or any other person described in this section.

Without limiting the generality of the foregoing provisions, the Credit Union shall be excused from failing to act or 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, the Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Credit Union's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Credit Union's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In addition to other limitations on liability set forth in this Agreement, the Credit Union shall incur no liability to me if the Service does not function as described because of the existence of any one or more of the following circumstances: (i) the Service is not working properly and I know or have been advised by the Credit Union about the malfunction before I execute a transaction; (ii) I have not provided the Service with the correct registration information, or other information used to provide the services to me; or (iii) circumstances beyond control of the Credit Union (such as, but not limited to, war, emergency conditions, fire, flood, or interference from an outside force) prevent the proper execution of the requested service or transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

#### 18. Waiver

The Credit Union may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Credit Union's rights with respect to any other transaction or modify the terms of this Agreement.

#### 19. Third Party Benefit

This Agreement is not for the benefit of any other person, and no other person shall have any right against the Credit Union or me hereunder.

#### 20. **DISCLAIMER OF WARRANTIES**

I EXPRESSLY UNDERSTAND AND AGREE THAT: MY USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT MY SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE STATED HEREIN, THE CREDIT UNION (AND ITS SERVICE PROVIDERS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE CREDIT UNION MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET MY REQUIREMENTS, (II) THE SERVICE WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY ME THROUGH THE SERVICE WILL MEET MY EXPECTATIONS, OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT MY OWN DISCRETION AND RISK AND I AM SOLELY RESPONSIBLE FOR ANY DAMAGE TO MY COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ME FROM THE CREDIT UNION FROM THE REMOTE TRANSFERS SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **21. LIMITATION OF LIABILITY**

IF THE CREDIT UNION IS OTHERWISE LIABLE TO ME PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR OTHERWISE, I EXPRESSLY HEREBY AGREE THAT THE CREDIT UNION SHALL BE LIABLE ONLY FOR MY ACTUAL DAMAGES, AND IN NO EVENT SHALL THE CREDIT UNION BE LIABLE TO ME 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 INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH I MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM THE CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY IN ALL CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO: (I) THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR, THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR OTHER DATA; (III) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER WEBSITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

## **22. Severability**

In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **23. Electronic Communications**

This Agreement and any notices or other communications regarding the Service may be provided to me electronically, and I agree to receive communications from the Credit Union in electronic form. Electronic communications may be posted on my Credit Union online account at [www.bcu.org](http://www.bcu.org) and/or delivered to my email address. All communications in electronic format will be considered to be in "writing," and to have been received when posted or disseminated, whether or not I have received or retrieved the communication.

## **24. Notices**

All notices required to be sent to me will be in writing either by mail, email, and/or posting on my Credit Union's online account at [www.bcu.org](http://www.bcu.org) at the Credit Union's discretion to the last known addresses in the Credit Union's records.

#### 25. Conflicts

In the event that there exists a conflict between any term, condition, or provision contained within this Agreement, and in any term, condition, or provision contained within the incorporated agreements, the term, condition, or provision contained within this Agreement shall control.

#### 26. Audit and Compliance

I acknowledge that the Credit Union reserves the right to audit my use of the Service to ensure compliance with this Agreement and the NACHA Rules.

#### 27. Consent

This Agreement covers all funds transfers using the Service and to enroll in the Service. I agree to receive notices and information about the Service electronically. To do so, I must be able to receive and retain electronic communications before I accept the terms of the Agreement. The Agreement sets forth the terms and conditions for using the Service. If you are unable to access the Agreement, please contact us at 800-388-7000.

By clicking the "I Agree" button below, I hereby Agree to the terms and conditions herein to use the Service.