

# ACH External Transfer Disclosure & Agreement

## WHAT THIS AGREEMENT COVERS

This Agreement contains the terms and conditions for the use of Salal ACH External Transfers, (“External Transfers,” “Service,” or “Services”) and/or other remote services that Salal Credit Union (“Salal,” “Credit Union,” “us,” or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with the Credit Union, including the *Consumer Membership & Account Agreement* and the *Business Membership & Account Agreement*, as amended from time to time, are incorporated by reference and made a part of this Agreement. This Agreement governs the use of External Transfers within our digital banking Service. This Agreement supplements the *Digital Banking Disclosure & Agreement*, the *Business Digital Banking Disclosure & Agreement*, and other deposit or loan Agreements with us.

## SERVICES

This Service allows you to transfer funds between your deposit accounts at the Credit Union and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Salal. An outbound transfer moves funds from an account at Salal to an account outside of Salal. You will need to enroll each of your non-Salal accounts that you wish to use for this Service. You acknowledge that the origination of ACH External Transfer transactions to your account must comply with the provisions of U.S. law 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 Salal procedures. The verification process must be completed by you prior to using the Service. Verification instructions are displayed to you during the enrollment process.

## DEFINITIONS:

- **External Accounts** – Accounts held by financial institutions other than us are referred to within this Agreement as “External Accounts.”
- **External Transfer** – refers to the transfer of funds between your deposit accounts at the Credit Union and accounts held at other financial institutions (External Accounts).
- **Inbound Transfer** – refers to a transfer of funds “to” your deposit account(s) at the Credit Union from an External Account.
- **Outbound Transfer** – refers to the transfer of funds “from” your deposit account(s) at the Credit Union to an External Account.
- **Business Day** – will refer to Monday through Friday, excluding federal holidays.
- **Next-Day Transfers** – Funds are debited and credited within 1-2 business days after you initiate the External Transfer request.
- **Cut-off Time** – The cut-off time for scheduling External Transfers is 3:30 p.m. PT. Any External Transfer request made after the cut-off time will be initiated the next business day.

## ACCEPTING THE AGREEMENT

By clicking the “I Agree” button you are stating that you agree and accept this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email, on our website by providing a link to the revised Agreement, or by a digital banking secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use ACH 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 the Service. 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.

When you click on the “I Agree” button below, you represent that you are the owner or an authorized signer of the account selected for the External Transfer Service and/or that you have been authorized by the owner of the account to enroll for this Service and you have the authority to transfer funds. By accepting, you authorize the Credit Union to initiate credit and debit entries, in compliance with U.S. law, to your External Account. You also authorize us to make two small deposits (less than one dollar each) and matching withdrawal(s) from the External Account so that we may verify your ownership of the External Account by asking you to confirm these amounts.

Checking the “I Agree” box also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this Agreement, select the “Cancel” button.

## VERIFICATION

### Instant Account Verification

In order to verify an external account instantly, you will need to enter in your online banking credentials for the other financial institution. An account ownership/name match will then validate you and link your accounts immediately.

### Micro Deposit Verification

In order to verify an external account, you authorize Salal to make 2 small (under \$1.00) deposits and one offsetting withdrawal, equal to the 2 small deposits, to the external account requested. You agree that Salal 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. If you enter in the wrong micro deposit amount, the system will suspend the service. Contact the credit union at **800.562.5515** or **206.298.9394** for assistance.

## AVAILABILITY OF FUNDS

Outbound transfers will be debited from your account on the business day you initiate the transfer, provided you have met the cut-off time for submitting External Transfers. Inbound transfers will be credited to your account and will be available on the first (1<sup>st</sup>) or second (2<sup>nd</sup>) business day following the day you initiate the transfer, provided you have met the cut-off time for submitting External Transfers. The cut-off time for initiating transfers is 3:30 p.m. PT. Funds requested to be transferred will be debited/credited to the non-Salal account according to the receiving financial institution's availability and transaction processing schedule. Once a transfer is made to another financial institution, Salal will have no further responsibility or liability for the deposit or withdrawal of such funds.

## TRANSFER LIMITS

We may, from time to time, establish limits on the dollar amount and/or number of transfers made through External Transfers. Limits may be changed at any time at our discretion. ACH External Transfers are limited to domestic transfers within the United States. 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 transfers will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times. The current transfer limits are displayed as a link in TRANSFERS under "Make a Transfer" within your digital banking account. 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.

## ENROLLMENT AND APPROVAL OF EXTERNAL ACCOUNTS

You may enroll for the External Transfer feature within the digital banking Service. As part of the enrollment process, you will need to request approval for each External Account that you wish to use for the External Transfer Service. You agree that you will only attempt to register accounts for which you are an account owner or authorized signer and have the authority to transfer funds.

## PROCESSING EXTERNAL TRANSFERS

External Transfers are in a "Pending" status and will only appear in TRANSFER within the digital banking Service, under "Scheduled". Any funds in "Pending" status are NOT available for withdrawal by any other means.

Next-day transfers are only in "Pending" status, until the close of the next business day after the transfer request is initiated.

## EDITING OR CANCELING EXTERNAL TRANSFERS

Pre-scheduled External Transfer requests can be edited or canceled prior to the cut-off time (3:30 p.m. PT) on the scheduled processing date by calling the Credit Union at **800.562.5515** or **206.298.9394**. After the cut-off time the External Transfer request is submitted for processing and we will be unable to respond to any cancellation requests.

## SERVICE TERMINATION AND CHANGES IN DOLLAR LIMITS

You agree we may cancel your access to the External Transfer Service, without prior notice, upon the occurrence of any of the following events, or any other event that creates an unanticipated liability for the Credit Union:

- Any of your accounts with the Credit Union are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three (3) prior calendar months.
- You have had any prior External Transfers canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Furthermore, we may change the dollar limits for External Transfers at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of any of the events listed in this section of the Agreement.

You may cancel your agreement to this Service by contacting the Credit Union at **800.562.5515** or **206.298.9394**.

## No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Salal that you will not use the Service for any purpose other than to transfer funds between accounts to which you have authorized access, and that you will not use the 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 Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## UNAUTHORIZED USE

If you believe your Username or Password has been lost, stolen, or compromised; that someone has transferred or may transfer money from your Account without your permission; or have questions about your transactions, you should notify us as soon as possible by one of the following methods:

- Call us at **800.562.5515** or **206.298.9394**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.
- Use the secure messaging feature within Mobile and Online Banking.

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## GOVERNING LAW AND RELATION TO OTHER AGREEMENTS

Accounts and services provided by the Credit Union may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Washington, without regard to its conflicts of law provisions.

Your rights and obligations related to the use of the External Transfer Service are governed by the Electronic Fund Transfer Act. By accepting this Agreement, you confirm the receipt of the *Consumer Membership & Account Agreement* which was provided to you when you opened your deposit account(s) at the Credit Union.

**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 NONINFRINGEMENT. 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.

**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.

By accepting below, I authorize Salal Credit Union, Seattle, Washington, to verify the existence of my External Account(s) enrolled for the Service AND to transfer funds electronically between those External Account(s) and my deposit account(s) at Salal Credit Union, according to my instructions.

This authority shall remain in full force and effect until Salal Credit Union has received written notification from me (or joint account holder) of its termination in such time and in such manner as to afford Salal Credit Union a reasonable opportunity to act upon the termination notification. Notification via secure email within the Mobile and Online Banking Service will be accepted as "written" notification.