

User Agreement For Transfer To/From Other Financial Institution (A2A) Transfer Service

IMPORTANT: To enroll in the A2A transfer service you must consent to receive information about the service electronically. You must have the ability to receive and retain electronic communications before you accept the terms of the User Agreement for A2A service. The Agreement sets forth the terms and conditions under which you may from time to time request a transfer of funds in your Houston TX Fire Fighters FCU account(s) to an account you own at another financial institution or a transfer from that account to your Houston TX Fire Fighters FCU account. These terms and conditions affect your rights and you should read them carefully.

Scope of Agreement

This Agreement covers all funds transfers using the A2A Transfer service initiated by me from time to time through a Houston TX Fire Fighters FCU online banking service (CU Online).

Definitions

(a)"ACH Network" means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions. (b)"ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time. (c)"Business Day" means any day that is not a Saturday, Sunday or bank holiday. (d)"FI" or "bank" refer to Houston TX Fire Fighters FCU, including its agents and service providers, depending on the home financial center of the account(s) from which a funds transfer using the A2A service is requested. (e)"Eligible FI Account" means my Houston TX Fire Fighters FCU deposit account that is eligible to be used with the A2A service and is enrolled in the service. (f)"I", "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement. (g)"NACHA" means the National Automated Clearinghouse Association.(h)"Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the A2A service. (i)"You" and "your" refer to Houston TX Fire Fighters FCU.

Description Of Service

The A2A service enables me to request a transfer of funds: (1) from my Eligible Houston TX Fire Fighters FCU Account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible Houston TX Fire Fighters FCU Account. Houston TX Fire Fighters FCU uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through Houston TX Fire Fighters FCU and are subject to the terms of my Deposit Account Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

Authorization to Transfer Funds Using A2A Service

I hereby represent and warrant to Houston TX Fire Fighters FCU its directors, officers, employees and agents that I own each Eligible Houston TX Fire Fighters FCU Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize Houston TX Fire Fighters FCU to execute and charge my Eligible Houston TX Fire Fighters FCU Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to my Eligible Houston TX Fire Fighters FCU Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., Next Day or Standard transfers) when my A2A transfer requests are made in accordance with the procedures established by Houston TX Fire Fighters FCU. I understand and acknowledge that Houston TX Fire Fighters FCU has no obligation to execute any request for a transfer using A2A that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you by telephone at (713) 864-0959 that I have revoked my authorization and you have a reasonable opportunity to act on it. I understand and agree that at all times my relationship with the financial institution that maintains each Verified Account is independent of Houston TX Fire Fighters FCU and my use of the A2A service. I shall not hold Houston TX Fire Fighters FCU responsible for any acts or



omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I acknowledge and agree that when Houston TX Fire Fighters FCU originates a request for a transfer using the A2A service Houston TX Fire Fighters FCU is acting as my agent. I agree to indemnify and hold harmless Houston TX Fire Fighters FCU.

Information Relied Upon by Houston TX Fire Fighters FCU

I acknowledge and agree that Houston TX Fire Fighters FCU is relying upon the information I provide in originating an A2A transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that Houston TX Fire Fighters FCU has no responsibility to investigate discrepancies between names and account numbers.

Security Procedures

I agree that Houston TX Fire Fighters FCU will initiate a funds transfer request for me only after I access my Eligible Houston TX Fire Fighters FCU Account(s) through its online banking service (CU Online) using the customer identification number and personal identification number ("PIN"). Houston TX Fire Fighters FCU shall not be liable for any delay in processing my A2A transfer request if I fail to comply with this security procedure (or any other that may be established by Houston TX Fire Fighters FCU from time to time). I acknowledge and agree that Houston TX Fire Fighters FCU has established commercially-reasonable security procedure for the A2A service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an A2A transfer and not to detect errors in the content of my instruction.

Verification of Accounts at Other Financial Institution

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the A2A service. I hereby authorize you to verify a Third Party Account by the following means: Confirmation of Trial Deposits. I authorize you to verify my Third Party Account through the use of a trial transfer, in which one or more low value payments will be credited to the account. The trial credit will always occur before the trial debit and will always be of the same or lesser amount. In either case, you will then ask me to verify the amount of the each deposit made into such account.

A2A Transfers

Funds are credited to my account within 3 Business Days.

Limits on A2A Transfers: The following limits on transfer amounts are calculated against all transfers. Minimum amount \$50.00, Maximum \$2,000.00, Daily Limit \$2,000.00, 30 day Limit \$5,000.00

Actions Taken Upon an Unsuccessful A2A Transfer

If a requested funds transfer could not be completed, I understand that Houston TX Fire Fighters FCU, upon learning that the A2A transfer has failed, will make reasonable effort to complete the transfer again. If the second attempt is successful, the additional processing could delay the completion of the funds transfer by one or more Business Days.

Rejection of an A2A Transfer Request

You reserve the right to reject my funds transfer request. I agree that you may cancel a transfer or, if appropriate, reduce the dollar limits applicable to my account(s), without prior notice, if a Disqualifying Event occurs. Each of the following is a Disqualifying Event: the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above); my account is subject to a court order or other valid restriction on the transfer of funds in the account; the transfer would exceed my credit limit or overdraft protection limit; I 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 month or any of



the 3 prior calendar months; I have had any prior transfer canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason; my request is incomplete or unclear; if you identify a security risk related to a requested transfer; or if you are unable to fulfill my request for any other reason. I will be informed of the rejection during my online session or by e-mail as soon thereafter as you have determined to reject the request.

Cancellations, Amendments or Recalls of an A2A Transfer Request

I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request. If my funds transfer request has been executed by Houston TX Fire Fighters FCU, I understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account. If I decide to recall or amend my funds transfer and my request has already been executed by you, you will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return my funds. If the beneficiary bank confirms that the funds are returnable and agrees to do so, once the funds are returned to you by the beneficiary bank, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because of service charges of the beneficiary bank and/or Houston TX Fire Fighters FCU. Houston TX Fire Fighters FCU shall not be liable to me for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

Transfers Subject to the Rules of the Third Party Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

Delays, Non-Execution of Funds Transfer Request

I agree that Houston TX Fire Fighters FCU shall not be responsible for any delay, failure to execute, or mis-execution of my funds transfer request due to circumstances beyond Houston TX Fire Fighters FCU's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. Houston TX Fire Fighters FCU makes no warranties express or implied – including the failure of any intermediary bank or beneficiary bank to credit my beneficiary with the amount of the funds transfer after receipt of same with respect to any matter.

Unauthorized A2A Transfers

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized A2A transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at (713) 864-0959 or, if I am unable to telephone you, in writing to: Houston TX Fire Fighters FCU, P.O. Box 70009 Houston TX 77270. By providing such prompt notice, I may limit my personal liability for unauthorized transfers. I also understand that it is my responsibility to safeguard my access credentials, and that sharing or disseminating my access credentials to third persons is strictly forbidden. Failure to properly protect my access credentials may increase my liability for unauthorized transfers.

Houston TX Fire Fighters FCU is not responsible for fraudulent account activity resulting from the negligent use of access credentials.

Significance of E-Mail Notices About A2A Service

I agree that all e-mail notices sent to me regarding status of my A2A transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an A2A transfer.

Means of Transfer

I understand that Houston TX Fire Fighters FCU uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the A2A service. I authorize you to choose the means you deem suitable to cause each of my



A2A transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank

Payment System (CHIPS). Currency of Funds Transfer

The A2A service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

No Unlawful or Prohibited Use

As a condition of using the A2A service, I warrant to Houston TX Fire Fighters FCU that I will not use the A2A 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. I further warrant and represent that I will not use the A2A service in any manner that could damage, disable, overburden, or impair the A2A service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the A2A service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

Houston TX Fire Fighters FCU may modify or discontinue the A2A service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the A2A service at any time and for any reason, including, without limitation, if Houston TX Fire Fighters FCU, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the A2A service.

Indemnity

In consideration of the Agreement by Houston TX Fire Fighters FCU to act upon my request to make an A2A transfer in the manner provided in this Agreement, I agree to indemnify and hold Houston TX Fire Fighters FCU, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon A2A transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Houston TX Fire Fighters FCU against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty

I agree that within thirty (30) days after I receive notification that my A2A transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of Houston TX Fire Fighters FCU's error, Houston TX Fire Fighters FCU's sole obligation to me is to pay or refund such amounts as may be required by applicable law. In any event, if I fail to notify you of any claim concerning my funds transfer request within ninety(90) days from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law. I agree that Houston TX Fire Fighters FCU shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of my using the A2A service.

Amendments

I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or credit union policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me.

Governing Law

This Agreement shall be governed by the laws of the state in which the Eligible Houston TX Fire Fighters FCU Account from which funds transfer was made is located and federal law, as applicable.

Electronic Consent and Acceptance of Terms and Conditions

In order to enroll to use the A2A service, I consent to receive and accept the terms and conditions of the Deposit Account Agreement for the Account to Account Service, and any amendments to it, electronically. In the event any change to this



Agreement requires prior notice to me, Houston TX Fire Fighters FCU will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each A2A transfer is requested and in summary form as part of the periodic statement for my Houston TX Fire Fighters FCU Account to or from which the A2A transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you by telephone at (713) 864-0959, however, by doing so I understand that I will terminate my right to use the A2A service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the A2A service.

Consent and Agreement

By clicking “Accept Disclosure” below, I agree to receive information about the A2A service, including the Agreement and any subsequent amendments to it, electronically and agree to be bound by the terms and conditions contained therein. Houston TX Fire Fighters FCU reserves the right to provide information and notices about the A2A service to me by non-electronic means.

