

Account to Account (A2A) Transfer Service

You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of your Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

Important: This agreement sets forth the terms and conditions under which you may, from time to time, request a transfer of funds in your MariSol Federal Credit Union account(s) to an account you own at another financial institution or a transfer from that account to your MariSol Federal Credit Union account. These terms and conditions affect your rights and you should read them carefully. You understand and agree that these terms and conditions are in addition to the Membership Agreement and Account Disclosures, including the Electronic Fund Transfers Agreement, which continue to govern your Accounts and transactions. Your initial and ongoing eligibility for the services is subject to the review and approval of MariSol Federal Credit Union and you agree MariSol Federal Credit Union may restrict your ability to request transfers at any time.

a. **Authorization to Transfer Funds.**

You represent to MariSol Federal Credit Union (“Credit Union”) that you own each Eligible Credit Union Account and each Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount and time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that 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 you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your 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 your Verified Account are your responsibility.** You 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. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and you agree that MariSol Federal Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service.

For example, retirement, business, or corporate accounts may not be eligible and it is your obligation to determine whether an external account is eligible. Also, you must check with your other financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You understand and agree A2A transfers should only be used to send funds to or receive funds from accounts that you own. You agree not to request any A2A transfers from or to Verified Accounts that are not owned by you or that are not allowed under the rules or regulations applicable to such accounts. You agree that you will not use the service for transferring funds internationally, including for International ACH transactions, which are prohibited under this agreement.

b. Account Set-up and Verification.

The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which one or more low value transactions will be made between the accounts. Once the verification process is successful, each Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals to confirm your access to and ownership of the Third Party Account. Upon your request, we will make electronic transfers from your designated and active Eligible Credit Union Account and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your financial institution may limit the number of transactions that you authorize using your savings or money market account. Your transfers will be included on the periodic statements the Credit Union provides or makes available to you for your Credit Union accounts. You must promptly examine your account statement and notify us if there are any errors or unauthorized transactions on any statement. You should also promptly review the statement for your Third Party Account that is provided by your other financial institution. The Credit Union will not be liable for any delay in processing your A2A transfer request if you fail to comply with the established security procedures. You agree the Credit Union has established commercially reasonable security procedures for the A2A transfer service. You agree to notify the Credit Union promptly if you change your mailing address or email address.

c. Transfer Requirements and Conditions.

The Credit Union will make reasonable efforts to execute your requested transfer on the current Business Day so long as it is initiated by the cutoff time of 12:00 p.m. MST. If the Credit Union is unable to execute your requested transfer on the same Business Day, or if your request for a Standard transfer is received by the Credit Union on a day that is not a Business Day, or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day. Our Business Days are Monday through Friday, excluding Federal Holidays.

We may change your transfer limits 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 a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) 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 prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

d. Modifying or Cancelling Pending Transfers.

Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible Credit Union Accounts or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

e. Rejection of an A2A transfer Request.

The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit, if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer, or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.

f. Cancellations, Amendments or Recalls.

You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your 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.