

ELECTRONIC COMMUNICATIONS AGREEMENT

August 2021

Unless you indicate otherwise, you understand that you are consenting, initially and on a continuing basis to receive electronic (instead of paper) communications, records of periodic statements, tax information and other notices regarding your transactions and accounts. If you are opening an account online, you must accept electronic delivery of all disclosures.

Electronic communications mean that we will make information available to you on our website, within Online or Mobile Banking or other applicable websites. We may send a notice to your email address in our records that such information is available with instructions on how to access it. If we determine that an email message to you regarding any disclosure is undeliverable, we may, at our discretion, choose to send a paper copy of that information via the U.S. mail, addressed to the statement mailing address for your account in our records. We may elect to electronically communicate with you via the short message service (SMS) text application of your cellular device. SMS communications will be delivered to the mobile phone number contained in our records. Acceptance of this agreement constitutes express consent on your behalf that we may communicate with you via SMS and that message and data rates from your cellular carrier may apply for any and all messages transmitted. Should you wish at any time to no longer receive SMS communications, you may communicate this change in preference at any time via SMS, a Secure Message in Online Banking or at 1-800-772-4000. The method of electronic delivery is at our sole discretion. Here is a list of some of the communications you may get electronically:

- Notices and information about Online and Mobile Banking and our other online banking services and your use of these services - including changes to or termination of Online and Mobile Banking and other online banking agreements or privileges, etc.
- Disclosures that we are required by law to provide or make available to you in writing - for example, Electronic Funds Transfers Disclosure, Funds Availability Disclosure, Truth in Savings Disclosures, privacy notice, adverse action notice, etc.
- Notices and information transmitted in, on or with account statements - for example, ATM Safety, changes to our Membership Agreements and Disclosures, etc., or
- Information, notices and communications about your accounts - for example, account statements, NSF notices, holds placed on your account or funds deposited into your account, late payment notices, loan papers, etc.
- Information to verify your identity for account access

Online periodic statements are available for 18 months. To print, download or retain electronic communications, including online periodic statements, you must have access to and ability to operate:

- A personal computer capable of internet connectivity
- Internet/web browser capable of 128-bit encryption
- An operating system capable of supporting PDF format, Adobe Acrobat Reader® software, email software
- Minimum screen resolution for non-responsive content 1024 x 768 pixels
- Minimum screen resolution for responsive content 320 pixels wide
- Printer capable of printing or a hard drive capable of storing data, and
- Valid and current email account

Please provide a current email address and keep us informed of any email address changes. We are not liable for any third party fees, other legal liability or any other issues or liabilities arising from electronic communications sent to an invalid or inactive email address. In addition, if due to a bad email address we mail a Courtesy Paper Notice of eStatement availability, we may assess a fee (see Schedule of Fees) for each month the paper notification is sent.

If you have questions about the hardware or software requirements, wish to withdraw your consent, or to request a paper copy (photocopy and research fee applies) of your records of periodic statements, tax information and other notices regarding your transactions and accounts, contact a Member Service Representative:

- Call 800-772-4000, Monday – Tuesday from 8 a.m. to 5 p.m., Wednesday from 9 a.m. to 5 p.m., Thursday from 8 a.m. to 5 p.m., Friday from 8 a.m. to 6 p.m., or Saturday from 8 a.m. to 1 p.m., PT, or
- Contact us by logging into Online Banking at www.premieramerica.com and sending a Secure Message through that secure channel; or
- Write: Premier America Credit Union, P.O. Box 2178, Chatsworth, CA 91313-2178

**ADDITIONAL DISCLOSURE APPLICABLE TO
FUNDS TRANSFER AGREEMENT AND NOTICE**

Article 4A of the Uniform Commercial Code, as adopted by the State of California, Subpart B of Regulation J, as promulgated by the Board of Governors of the Federal Reserve, and Subpart B of Regulation E, as promulgated by the Consumer Financial Protection Bureau, are the laws and regulations that cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits, and some book transfers on the Credit Union's records.

The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In this Funds Transfer Agreement and Notice ("Agreement"), the following words have the following meanings:

- "I," "me," "my," and "sender" mean each person (whether one or more persons) who has a deposit account with Premier America Credit Union and requests Premier America Credit Union to send a funds transfer to a designated beneficiary.
- "You," "your," "yours" and "Credit Union" mean Premier America Credit Union.
- "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.
- "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction does not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.
- "Beneficiary" means the person to be paid by the beneficiary's bank.
- "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.
- "Receiving bank" means the bank to which the sender's instruction is addressed, which for purposes of this Agreement, is the Credit Union.
- "Sender" means the person giving the instruction to the receiving bank.
- "Originator" means the sender of the first payment order in a funds transfer.
- "Fedwire" means the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve. Fedwire does not include the system for making ACH transfers.

This Agreement contains several notices which the Credit Union is required to provide to me and establishes other terms of agreement which will apply to all funds transfers which involve me and the Credit Union. Using the Credit Union to send or receive funds transfers will constitute my acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement will control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1. This Agreement applies to funds transfers as defined in Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code), Subpart B of Regulation J of the Board of Governors of the Federal Reserve, and, for international funds transfers, Subpart B of Regulation E of the Consumer Financial Protection Bureau.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted within Online Banking for the various types of funds transfers, the cut-off time for domestic and international wire transfers submitted within Online Banking is 11:00 am P.T. each weekday that the Credit Union is open that is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cut off time may be treated as having been received on the next business day and processed accordingly.
3. The Credit Union may charge my account for the amount of any funds transfer initiated by me or by any person authorized by me as a joint owner (consumer account) or other authorized party (business account) with the right of access to the account from which the funds transfer is to be made (collectively, my "Authorized Agents"). Only me and my Authorized Agents will be permitted to initiate funds transfers from my accounts at the Credit Union. I understand and agree that I am fully responsible for all transactions conducted by my Authorized

Agents, regardless of whether such transactions are authorized by me or exceed the amounts of any transaction authorized by me. I must promptly notify the Credit Union of any changes in my Authorized Agents by executing a new Security Procedures Addendum and contacting the credit union for detailed instructions.

4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order, which are set forth below in Section #18. I understand and agree that the Credit Union may amend the security procedure(s). I agree that the authenticity of payment orders may be verified using that security procedure unless I notify the Credit Union in writing that I do not agree to that security procedure. In that event, the Credit Union will have no obligation to accept any payment order from me or other Authorized Agents on the account until I and the Credit Union agree, in writing, on an alternate security procedure. I will be notified, in writing, if there are amendments to the security procedure that will be used to verify payment orders issued by me or for which my account will be liable. Provided the Credit Union complies with the security procedure (or the security procedures as otherwise agreed, or as amended by you), I will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by me. If the Credit Union does not follow the security procedure, but can prove the transfer request was originated by me or my Authorized Agent, I will still be liable for the transfer amount plus transfer fees. I authorize the Credit Union to record electronically or otherwise any telephone calls relating to any funds transfer under this Agreement.
5. If I send or receive a wire transfer, Fedwire may be used. This means that my rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J. If I request a wire transfer to be sent to a beneficiary in a foreign country, my rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of federal Regulation E of the Consumer Financial Protection Bureau. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.
6. If I give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union.
7. If I give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person or institution than the named financial institution. This means that I will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number I provided.
8. For international funds transfers, I understand that I will receive a notice regarding my error resolution and cancellation rights at the time I request the international funds transfer, but prior to payment for the transfer. Disclosure will be received via electronic mail once it has been submitted for payment transfer.
9. The Credit Union will not be liable for acts or omissions by me or any other person including, without limitation, any funds transfer system, any Federal Reserve Bank, any beneficiary's bank, and any beneficiary, none of which will be deemed the Credit Union's agent.
10. For domestic funds transfers, I have no right to cancel or amend any transfer request after it is received by the Credit Union; however, the Credit Union will use commercially reasonable efforts to act on a cancellation or change request as long as it is received from me in accordance with the agreed-upon security procedures. The Credit Union will have no liability if the cancellation or change is not affected.

For international funds transfers, my right to cancel any such transfer will be set forth in a notice provided to me at the time I request the international funds transfer, but before I pay for the transfer. Generally, if I think there was an error in connection with my international funds transfer request, I must contact you within 180 days at (800) 772-4000 or notify@premieramerica.com. I may cancel an international funds transfer request within thirty (30) minutes of payment, unless the funds have been picked up or deposited.

11. If the Credit Union becomes obligated under Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) to pay interest to me, I agree that the rate of interest to be paid will be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
12. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in my designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by me; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute, or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. I understand and agree that the Credit Union will incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.

13. The Credit Union will have the right to charge the amount of any funds transfer request to any of my accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request. The Credit Union may charge a service charge for services relating to the sending or receiving of the funds transfer request. Such charge(s) are set forth in the Credit Union's Schedule of Service Charges and Fees, which have been provided to me.
14. For international funds transfers, I understand that the Credit Union is required to disclose the exchange rate to be used to effectuate the transfer. I understand and agree that there may be instances in which I request such funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by you. In such case, you will disclose the exchange rate based on my request, even if the funds are ultimately received in a different currency.

If I do not know the currency in which the funds will be received, or, if I request funds to be received in the currency in which the international funds transfer is funded, you may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

I further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on my representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the international funds transfer.

If an international funds transfer is returned for any reason, I agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars as of the date of refund, less any charges and expenses incurred by the Credit Union.

15. Except as expressly prohibited by applicable state and federal laws and regulations, including Subpart B of federal Regulation E, I understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Credit Union failed to abide by the agreed upon security procedures) which I fail to report to the Credit Union within thirty (30) days after my receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) my negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by me or my Authorized Agent; or (6) any error, failure, or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable state or federal laws or regulations, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request will be limited to my direct loss and payment of interest. **UNDER NO CIRCUMSTANCES WILL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES WHICH I MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.**

16. Subject to applicable state and federal laws and regulations, the Credit Union may amend the terms of this Agreement at any time by providing notice of such amendment to me in writing. By thereafter using or continuing to use the Credit Union's funds transfer services, I agree to such amendments.
17. Except as otherwise expressly provided by applicable state and federal laws and regulations, this Agreement and all transactions initiated hereunder will be governed by and constructed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.
18. The Member agrees that Premier America Credit Union ("Credit Union") will use the following commercially reasonable security procedure to verify all Wire Transfer requests submitted within Online Banking: The Credit Union will verify the request by calling the current Callback Number on file. It is the member's responsibility to update the Callback Number should the Callback Number change.
19. The Member will be liable for any transfers accepted by the Credit Union in compliance with the security procedure agreed to by the Member even if the transfer is not authorized.

EXTERNAL TRANSFER SERVICE TERMS AND CONDITIONS

In the following Terms and Conditions, the words “you,” “your” and “yours” mean each and all of those (whether one or more persons) who are subject to these Terms and Conditions as a result of signing a Premier Signature Card or opening one or more accounts with the Credit Union. The words “Credit Union,” “we,” “our” and “ours” mean Premier America Credit Union or any one of our Service Providers.

The following terms and conditions apply to the Member’s use of the External Transfer Service.

1. External Transfers

- a. Within the Online Banking System, you have the option to participate in the External Transfer Service (the “Service”), which allows you to transfer funds between your eligible accounts at the Credit Union (checking, savings, and money market) and checking or savings accounts owned by you at other United States (U.S.) Financial Institutions, assuming that the transfer is permitted by your other financial institution and by law. Accounts at the Credit Union you select for this Service are referred to as “Internal Accounts,” and accounts you select from among accounts you own at other financial institutions are referred to as “External Accounts.” You may only transfer funds between accounts where you are an owner of both accounts and the terms and conditions of the accounts allow deposits and/or withdrawals of the type you are initiating. Transfers from an Internal Account to an External Account are referred to as “Outgoing Transfers” and Transfers from an External Account to an Internal Account are referred to as “Incoming Transfers.”
- b. To use the External Transfer Service, you will need to register the External Accounts that you wish to access and provide certain identifying information about each of those accounts. For Incoming Transfers, you agree that you will only attempt to register External Accounts that is a U.S. account that you own or for which you have the authority to transfer funds. You acknowledge and agree that each External Account you seek to register may be subject to a micro-deposit validation process, a fraud mitigation feature that requires you to confirm account ownership by validating the amounts of two small deposits made to an External Account before Transfers can be made to or from the account.
- c. The External Transfer Service is only available for domestic (U.S.) transfers. International transfers cannot be performed through the External Transfer service. International funds transfers may be processed through a wire transfer request.
- d. You acknowledge and agree that Transfers are made through the Automated Clearing House (“ACH”) processor selected by us and you agree that you will be subject to the National Automated Clearing House Association (“NACHA”) rules.
- e. The External Funds Transfer feature will process requests for transfers on business days only. Our business days are Monday through Friday. A business day does not include Saturday, Sunday, or any State or Federal Holiday on which the Federal Reserve is closed.
- f. Outgoing Transfers: For Outgoing Transfers, funds will be debited from your Internal Account on the Business Day for which you request the Transfer to be made (the “Scheduled Date”), and typically will be credited to the External Account by the third Business Day after the Transfer’s Scheduled Date.
- g. Incoming transfers: For Incoming transfers, the funds typically will be debited from your External Account at your other financial institution on the Business Day or next Business Day after its Scheduled Date and will be credited to your Internal Account with the Credit Union by the third Business Day after the Transfer’s Scheduled Date. ACH deposits that we originate on your behalf will be held for two business days after the date of deposit. We will notify you within our online banking service if we delay the availability of your funds, and we will tell you when you can expect your funds to be available.
- h. The Credit Union is not responsible for any failure of another financial institution to act in a timely manner as described above. As a result, the Credit Union cannot guarantee the timely delivery or return of funds because of the failure of another financial institution to act in a timely manner.
- i. You agree to have sufficient available funds in your designated Internal Account(s) at the Credit Union to cover all Outgoing Transfers on the Scheduled Date. If the applicable Internal Account does not have sufficient available funds on the Scheduled Date, the Credit Union may elect not to initiate one or more of the Transfers. If we do elect to initiate the Transfer, it may cause an overdraft in your Internal Account, in which

case you will be liable for the overdraft and any overdraft fees and interest thereon, as set forth in our Membership Agreements & Disclosures, and you agree to pay all related applicable fees.

- j. It is your responsibility to ensure the accuracy of any information that you input into the System, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a Transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information you enter in the System. It is your sole responsibility, and you agree to ensure that your contact information in the System is current and accurate. We are not responsible for any Transfer processing errors or fees incurred if you fail to accurately provide information required for this Service.
- k. As a condition of using the Service, you warrant to the Credit Union 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 the Service will not be used in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of such Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this agreement terminates for any reason.
- l. For as long as you use the Service, you give us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution, for you and in your name, place and stead, in any and all capacities, to access the External Accounts, effect funds transfers as described above, and perform each and every act requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to external accounts, as fully as you might or could in person. If you request to stop using the External Transfer service and we have had a reasonable opportunity to act on your request, this limited power of attorney will be automatically revoked; provided, however, that any act done by us in good faith before we receive your request to stop using the Service and have had a reasonable opportunity to act on such request will be deemed to be authorized by you.
- m. All transactions conducted through the Service will be reflected on your periodic statement, which will be provided to you monthly

2. Initiating and Scheduling Transfers

- a. Cut-Off Time: The "Cut-Off Time" for initiating Transfers is 2:00 p.m. Pacific Time and is subject to change by the Credit Union. Any Transfer initiated after the applicable Cut-Off Time will be considered as being initiated on the next Business Day.
- b. Transfers can be scheduled on either a one-time or on a recurring basis. The processing of one-time Transfers may be initiated immediately or scheduled for initiation on a future date. The Recurring Transfer feature may be used when a set amount is transferred at regular intervals. For example, you could schedule a \$200 transfer from an account you own at another financial institution to your Credit Union checking account every two weeks.
- c. Immediate, one-time future-dated Transfers and Recurring Transfers are available for both Incoming and Outgoing Transfers. You will be asked to pick the date that you want us to initiate the Transfer. For example, if you direct us to initiate processing an Outgoing Transfer immediately, the funds will be debited from your Credit Union Internal Account on the Business Day you schedule the Transfer (as long as the Transfer is initiated prior to the Cut-Off Time for that Business Day), and typically will be credited to the External Account by the third business day after the Transfer is initiated.
- d. One-time, future-dated or Recurring Transfers to or from an External Institution falling on a Weekend or Federal Holiday/non-Business Day will be processed on the next Business Day.
- e. You agree that we may provide notice to you by sending it to you through our Online Messages system, by sending you an in-product message within the Site, by emailing it to an email address that you have provided us, by mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us. For example, you may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation, and notices of receipt of Transfers) as text

messages on your mobile phone. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed.

3. Cancelling Transfers

- a. Subject to the limitations in Section 7 below, you can cancel a one-time future-dated Transfer or Recurring Transfers up until the Cut-Off Time on the Scheduled Date. After you cancel a future-dated Transfer, the status changes to Canceled.
- b. If you direct us to begin processing a Transfer immediately or a Transfer's status is in process or has been completed, you no longer have the right to cancel it. However, the Credit Union, at its option, may attempt to cancel the Transfer, subject to the limitations in Section 7 below.
- c. The easiest and most convenient way to cancel a Transfer is through our Online Banking or Mobile Apps. However, you also may request to cancel a one-time future-dated Transfer or Recurring Transfer by calling us at 800-772-4000, Monday – Tuesday 8 a.m. to 5 p.m., Wednesday 9 a.m. to 5 p.m., Thursday 8 a.m. to 5 p.m., Friday 8 a.m. to 6 p.m., or Saturday 8 a.m. to 1 p.m., PT, for assistance.
- d. If you call, we may require that you submit your request in writing. You may not call and cancel a Transfer whose status is In Process or Processed.
- e. If you attempt to cancel a Transfer using one of the methods cited above and we do not do so, we will be liable for your losses or damages, subject to the limitations in Section 7 below.

4. External Transfer Fees

- a. There is no fee for making Transfers from or into your Internal Accounts at the Credit Union.
- b. Fees may be charged for each rejected or reversed Transfer, as disclosed in Schedule of Fees. You agree to pay such charges and authorize us to deduct the calculated amounts from the applicable Internal Account you hold with us for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

5. Dollar Limits

- a. Transfers will generally be limited to the lesser of (i) available funds in the Internal Account or External Account from which you have requested the Transfer, or (ii) such different limits as may be set by the Credit Union; the Credit Union may change these limits at any time, subject to any notice of any decreases if required by law, but you agree that we may reduce your limits below the amounts stated above without prior notice upon occurrence of a “Disqualifying Event,” as defined below. If you attempt to schedule a transfer over your limit, we'll let you know through our online banking service. **In addition, all Transfers are subject to internal review by the Credit Union. This review will be based on the accounts to and from which the Transfer is requested, the amount of the Transfer, your good standing membership with the Credit Union, a successful fraud screening and such other factors that Credit Union may determine to apply from time to time. In the event we determine that there are risks associated with the Transfer request or if we determine you are subject to a Disqualifying Event, we may call you or direct you to contact us to provide additional details on the Transfer before it is initiated, or funds are released. If we are unable to reach you or you do not contact us as directed, we may cancel the Transfer.**
- b. Any Transfer initiated on a Weekend or Federal Holiday/non-Business Day begins processing on the following business day and counts toward the applicable dollar limit for the next business day.

6. Processing Transfers and Disqualifying Events

- a. A Transfer remains in process until the close of business on the applicable Scheduled Date.
- b. A one to three Business Day delivery time is available to Members participating in the External Transfer Service. However, you agree we may cancel a Transfer, without prior notice, upon the occurrence of a Disqualifying Event.

- c. Each of the following is a "Disqualifying Event":
- Any of your deposit or loan 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 prior calendar months.
 - You have had any prior Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, past due loans or, charged off balances with the Credit Union, or any similar reason.
- d. The Credit Union will use its best efforts to provide oral, written, or electronic notice to you of rejection of a Transfer on its Scheduled Date; provided, however, that the Credit Union will not be liable to you for interest for its failure to give such notice.

7. Liability for All Outgoing Transfers

- a. You understand and agree that at all times your relationship with each financial institution or other provider besides the Credit Union is independent of your relationship with us and your use of External Transfers. We will not be responsible for any acts or omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption or discontinuance of any external account by such financial institution or provider. You agree that we will not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the External Accounts; (2) our debit and/or credit or inability to debit and/or credit the External Accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the External Accounts; (4) any fees or charges imposed by any other financial institution or provider besides the Credit Union; and (5) any funds transfer limitations set by the financial institution or other providers of the External Accounts.
- b. You agree that the Credit Union will initiate a funds transfer request for you only after you access the eligible Credit Union account(s) through our online banking service using your established login credentials. By using the External Transfer Service, you acknowledge and agree that this Agreement sets forth security procedures for Transfers initiated through this Service that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use of your Login ID and Password and we had a reasonable opportunity to act on such notice.
- c. If we fail or delay in making a Transfer pursuant to your instructions, or if we make a Transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law or as otherwise provided in this Agreement, our liability will be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the Transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the Transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a Transfer in an erroneous amount that exceeds the amount of your instructions, or if we permit an unauthorized Transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use of your Login ID or Password as described in this Section, unless otherwise required by law or as otherwise provided in this Agreement, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the Transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest will be calculated based on the interest rate in effect for the account from which the funds were withdrawn. Unless otherwise required by law in no event will the Credit Union be liable to you for special, indirect, or consequential damages including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions or lost profits, even if we are advised in advance of the possibility of such damages. We will not be liable for your attorney's fees, except as required by law.
- d. You expressly agree that the Credit Union will be liable to you only for our negligent performance or nonperformance of the services provided pursuant to the External Transfer Service, and that our responsibility will be limited to the exercise of reasonable and ordinary care. Unless otherwise required by law, the Credit Union will not be liable for any error or delay on the part of any third party or for any other act or omission of any third party, including without limitation third parties used by the Credit Union in executing any payment order relating to a Transfer or performing a related act, and no such third party shall be deemed to be our agent. Further, we will not be liable to you or any third party for failure to execute any Transfer or perform a related act if such a failure is due to causes or conditions beyond our reasonable control, including without

limitation strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outages of computers or associated equipment, or failure of transportation or communication methods or power supplies. Except as may be limited by applicable law, you agree to indemnify and hold the Credit Union and its officers, directors, employees, and representatives harmless (including payment of reasonable attorney's fees) against all liability to third parties arising out of, or in connection with, this Agreement, the External Transfer Service or any actions taken by the Credit Union pursuant to your instructions. THE CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED – INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT YOUR BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

- e. Not all types of accounts are eligible for funds transfer. We reserve the right to decline the use of any External Account that we believe may present a risk to us. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the financial institution or other provider of your external account or those imposed by applicable law.
- f. In Case of Errors or Questions About Your Electronic Transfers
If you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or receipt, contact us as soon as possible:
- Call us at: 1-800-772-4000
 - Write us at: Premier America Credit Union (EFT), P.O. Box 2178, Chatsworth, CA 91313-2178

We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared. When you contact us:

- tell us your name and account number;
- describe the error or the transaction you are unsure about and clearly explain why you believe it is an error or why you need more information; and
- tell us the dollar amount and date of the suspected error.

These are our procedures for resolving errors:

- If you tell us orally, we may require that you send your complaint in writing within ten (ten) Business Days after your oral notification.
 - We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new accounts) after you notify us of the error and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days (twenty (20) Business Days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. A provisional credit is a temporary credit adjustment made to your account during the time it takes us to complete our investigation.
 - If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may remove the provisional credit from your account.
 - If it is determined that there was no error, we will reverse any provisional credits within one (1) Business Day of finishing our investigation and send you a written explanation within three (3) Business Days. If there are insufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of documents used in our investigation.
- g. You understand and agree that the NACHA Operating Rules permit the posting of an ACH entry based solely on account number. Thus, you acknowledge and agree that if a payment order relating to a Transfer describes a beneficiary inconsistently by name and account number, payment might be made by the beneficiary's financial institution based on the account number, even if it identifies a person different from the named beneficiary, and that your obligation to pay the Transfer issued by you to us shall not be excused by such payment. You understand and agree that when entering account instructions, it is your sole responsibility to ensure that you enter such account information accurately. In the event you make an error in entering account information, you understand and agree to hold the Credit Union harmless from any fee or loss you may incur, including any fees and penalties assessed on the external account.

- h. The Credit Union may at its option accept your cancellations or amendments to a Transfer. You acknowledge that if the Credit Union attempts to cancel or amend a Transfer, then the reversal request or amendment must be agreed to by each financial institution which has accepted a payment order related to the Transfer at issue before it will be acted upon and you further agree that the Credit Union will have no liability if a cancellation or amendment is not effected. You agree that you will indemnify and hold the Credit Union and its officers, directors, employees, and representatives harmless from and against all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs, resulting directly or indirectly from our compliance with your cancellation or amendment request.

8. Service Cancellation.

- a. In the event you wish to cancel the Service, the easiest and most convenient way to manage your External Accounts is through our Online Banking or Mobile Apps. You may also telephone us at 800-772-4000, Monday – Tuesday 8 a.m. to 5 p.m., Wednesday 9 a.m. to 5 p.m., Thursday 8 a.m. to 5 p.m., Friday 8 a.m. to 6 p.m., or Saturday 8 a.m. to 1 p.m., PT, for assistance, and/or write us at:

Premier America Credit Union
Attn: Member Services
P.O. Box 2178
Chatsworth, CA 91313-2178

- b. We reserve the right to immediately suspend or terminate your use of the Electronic Transfer Service, without prior notice to you, under any of the following circumstances:
- Mail we send you is returned undeliverable;
 - Undeliverable email address or unverifiable email address.
 - Your phone number is disconnected or we are unable to reach you at the phone number(s) listed on the account;
 - Any of your deposit accounts with us are overdrawn;
 - We detect unusual transaction patterns based upon account and deposit history;
 - The inability of the Service to successfully debit from any of your accounts;
 - The inability of the Service to successfully collect from any of your accounts;
 - Negative account activity such as Insufficient Funds (NSF);
 - You attempt an electronic transfer to or from an account you do not own;
 - Your failure to comply with this Agreement.
- c. In the event we suspend or terminate your use of the Service, you may request reinstatement of your use of the Service by contacting us. We reserve the right, in our sole and absolute discretion, to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your use of the Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions on the electronic transfers than what otherwise might be available to you. Based upon your subsequent use of the Service, we may, in our sole and absolute discretion, thereafter restore your full ability to use the Service, subject to such changed limits as may then be in effect.

9. Timeliness.

- a. We will make all reasonable efforts to process your External Transfer in a timely manner. In the event that a debit entry to any of your accounts, or any portion of such debit entry, has failed and the credit side of such External Transfer has been released and cannot be collected, we reserve the right, and you hereby authorize us, to debit any of your accounts at the Credit Union to satisfy any such delinquency, including an ACH returned item fee.
- b. We may not notify you of such event other than by posting such debit entry(s) to the applicable account in accordance with this Agreement. In the event any of your accounts do not contain sufficient available funds to satisfy a debit entry, in whole or in part, you understand and agree that we reserve the right to collect on such debit entry as permitted by law.

10. Disclosure of Information to Others.

By enrolling in and using the Service, you agree that we may share your information with third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(3) in order to comply with government agency or court orders; or (4) as explained in our [Premier America Credit Union Privacy Policy](#).