

## **Product Origination Funding Service Terms and Conditions**

### **1. Consent**

This Agreement covers all fund transfers using Delta Community CU's (the "Credit Union") Product Origination Funding Service ("the Funding Service"). To use the Funding Service, I understand that I must consent to receive notices and information about the Funding Service electronically. I also must have the ability to receive and retain electronic communications before I accept the terms of this Product Origination Funding Service Terms and Conditions (the "Agreement"). The Agreement sets forth the terms and conditions under which I may request a funds transfer from my account at another financial institution. These terms and conditions affect my rights and I know that I should read them carefully.

By clicking the "I Agree" button below, I consent to receive information electronically and agree to the terms and conditions set forth in the Agreement.

### **2. Definitions**

The following defined terms are used in this Agreement:

"ACH Network" means the fund transfer system governed by the NACHA Rules that provides fund transfer services to participating financial institutions.

"Business Day" means every day that is not a Saturday, Sunday, Federal Reserve Banking System or Credit Union holiday.

"Credit Union" refers to Delta Community Credit Union.

"Entry" is the transfer instruction that I initiate through the Product Origination service to request the Credit Union to originate a funds transfers from or to a Funding Account to or from an eligible Credit Union account on my behalf.

"Funding Account" means Third Party Account that I have successfully enrolled in the Funding Service.

"Funding Service" means the service that is available to be used within the Delta Community Product Origination service to transfer funds from my accounts at other financial institutions to fund my new Delta Community Credit Union account.

"I", "me" and "my" refer to the Credit Union member who agrees below to the terms and conditions of this Agreement.

"NACHA" means the National Automated Clearinghouse Association.

"NACHA Rules" means the operating rules of NACHA.

“Third Party Account” means an account owned by me at another financial institution located in the United States.

### **3. Scope of Funding Service**

The Funding Service enables me to request a transfer of funds through the Product Origination section of the Credit Union’s member website or within the Credit Union’s online banking platform. All requests must be made and are subject to the terms of my applicable account agreements, this Agreement, and all other agreements with the Credit Union, each as in effect from time to time, the NACHA Rules and applicable laws and regulations.

### **4. Verification of Identity and Account Ownership**

After agreeing to this Agreement and providing any additional information requested, I may request transfers from Third Party Accounts through the Funding Service. I agree to provide true, accurate, current and complete information about me and my Third Party Accounts and I agree to not misrepresent my identity or any of my account information.

I hereby authorize the Credit Union to verify my Third Party Accounts through the use of any verification process selected, including, without limitation,

- 1) A trial transfer (or Manual Account Verification), in which one or more low value payments will be credited to the Third Party Account. In the event the Credit Union does initiate such a trial transfer, I may then be asked by the Credit Union to enter the amount of each transfer made into such Third Party Account into the Funding Service within ten (10) calendar days of setting up my Third Party Account.
- 2) Use of the Instant Account Verification service, in which I will provide online banking login credentials for my Third Party Account. This service is subject to the additional terms described in Section 10 of this Agreement.

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

### **5. Authorization to Complete Funds Transfer**

By providing my account credentials as described above, I authorize the Credit Union, including its employees, agents and service providers, to initiate electronic debits and credits to and from my added Credit Union account and Funding Account in order to process the requested Entry. I also authorize the Credit Union to initiate electronic debits or credits to or from such Credit Union account or Funding Account in order to correct any error in a previous Entry or in the event that the Credit Union cannot complete a requested Entry. This authorization shall remain in place for my account opening transaction.

In the event of an outstanding error or a transaction that has been returned (such as described below), I agree that the Credit Union retains the right to initiate Entries for a reasonable amount of time until the error has been corrected. If subsequent to the Credit Union's completion of an Entry, the funds transfer to or from the added Credit Union account or Funding Account to fund the transfer is not processed or is returned by the financial institution holding a Funding Account for any reason, I authorize the Credit Union to debit any account of mine to cover the transfer amount, including but not limited to any other Credit Union account or Funding Account that I have added to the Funding Service, regardless of whether the Credit Union account or Funding Account was part of the Entry.

I represent to the Credit Union that I am the owner of the Credit Union account(s) and the Funding Account(s) added to the Funding Service and have all necessary authority and rights to register for the Funding Service and to initiate an electronic funds transfer to and from such Credit Union accounts and Funding Accounts. I also represent that I am an individual consumer, and that such Credit Union accounts and Funding Accounts are held and used by me solely for personal, family or household purposes, and are not held or used in connection with any business enterprise. The Credit Union and the financial institution(s) holding the Funding Account may rely on the representations and the authorizations provided by me in this Agreement without investigation. The Credit Union will ordinarily use ACH Network in order to initiate the Entries to and from my added Credit Union accounts and Funding Accounts to process an Entry. The Credit Union may use other methods to process an Entry, including a book transfer or wire transfer.

**6. Reliance on My Instructions**

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

**7. Funding Service Account Limitations**

Under normal operating circumstances, the Funding Service has the following limits based on transfer/authentication method and account type

	Savings Account	Checking Account	Additional Checking Account	Money Market Account	Certificate of Deposit
Instant Account Verification Service	\$4,000	\$2,000	\$4,000	\$4,000	\$100,000
Manual Account	\$4,000	\$2,000	\$4,000	\$4,000	\$100,000

Verification					
One-Time Account Transfer	\$500	\$500	\$500	\$500	N/A

Delta Community Credit Union reserves the right to place all or any portion of an inbound transaction originated through the Funding Service on hold for any period of time.

**8. Contact Information**

In case of errors, questions or service issues about Funding Service, I may contact the Credit Union by telephone at 800-544-3328 or 404-715-4725 or write the Credit Union at PO Box 20541, Atlanta, GA 30354, Attn: Payment Services – Product Origination Funding Service.

**9. Information Authorization**

I agree that some or all of the registration information I provide to the Funding Service can go through a verification process. In addition, I agree that the Credit Union reserves the right to request a review of my credit report at its own expense through an authorized bureau.

**10. Instant Account Verification Service Terms**

The following terms apply if I elect to use the Instant Account Verification Service (“IAV Service”). The IAV Service is intended to verify my authority and access to external financial accounts by confirming my ability to access the external financial account. My use of the IAV Service is subject to the terms and conditions of this section of the Product Origination Funding Service Terms and Conditions and Delta Community Credit Union’s User Agreement (“User Agreement”) incorporated herein by reference. Proceeding with using the IAV Service constitutes my assent to and acceptance of this Agreement.

- A. PROVIDE ACCURATE INFORMATION. I agree to provide true, accurate, current and complete information about myself and my accounts maintained at other financial institutions and I agree to not misrepresent my identity or my account information.
- B. INSTANT ACCOUNT VERIFICATION SERVICE. By using this IAV Service, I authorize the Credit Union and its suppliers (“Suppliers”) to access third party sites designated by me, on my behalf, to retrieve information requested by me. For all purposes hereof, I hereby grant Delta Community Credit Union and its Suppliers a limited power of attorney, and I hereby appoint Delta Community Credit Union and Suppliers as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for me and in my name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use my information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in

connection with such activities, as fully to all intents and purposes as I might or could do in person. I ACKNOWLEDGE AND AGREE THAT WHEN DELTA COMMUNITY CREDIT UNION OR SUPPLIERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS MY AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. I agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by me. I understand and agree that the IAV Service is not endorsed or sponsored by any third party account providers accessible through the IAV Service. I am licensing to Delta Community Credit Union and the Suppliers any information, data, passwords, materials or other content (collectively, "Content") I provide through or to the IAV Service. Delta Community Credit Union and Suppliers may use, modify, display, distribute and create new material using such Content to provide the IAV Service to me. By submitting Content, I automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Delta Community Credit Union and Suppliers may use the Content for the purposes set out above. As between Delta Community Credit Union and Suppliers, Delta Community Credit Union owns my confidential account information.

- C. USE OF RESULTS LIMITED. I agree that the results of the IAV Service are for use by me and Delta Community Credit Union and its service providers only in connection with the account opening on Delta Community Credit Union's website. I agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the IAV Service.
- D. LIMITATION OF LIABILITY. I AGREE THAT NEITHER DELTA COMMUNITY CREDIT UNION NOR SUPPLIERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF DELTA COMMUNITY CREDIT UNION OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE IAV SERVICE OR ANY OTHER MATTER RELATING TO THE IAV SERVICE, INCLUDING BUT NOT LIMITED TO (i) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (ii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE IAV SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE IAV SERVICE; OR (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES.
- E. INDEMNIFICATION. I agree to indemnify and hold harmless Delta Community Credit Union and Suppliers and their affiliates from any and all third party claims, liability, damages, expenses and

costs (including, but not limited to, reasonable attorney's fees) caused by or arising from my use of the IAV Service or my violation of these terms.

- F. I agree that Suppliers are third party beneficiary of the above provisions, with all rights to enforce such provisions as if Suppliers were a party to this Agreement.