



**United Methodist
FEDERAL CREDIT UNION**

Lighting the way to financial stewardship

P.O. Box 60651
Montclair, California 91763-1126
(909) 946-4096 • (800) 245-0433

**ELECTRONIC SERVICES
DISCLOSURE AND
AGREEMENT**

**PLEASE KEEP THIS
BROCHURE FOR
YOUR RECORDS**

Effective December 31, 2014

Your savings federally insured to at least \$250,000 and backed
by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency

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ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us,” and “our” mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean UNITED METHODIST FEDERAL CREDIT UNION. My acceptance, retention, activation, or use of an ATM Card, MasterMoney® Debit Card, VISA® Credit Card, or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

I understand and agree, for myself (and any person or entity I represent if I sign as a representative of another person or entity) to the terms of this Disclosure and Agreement and your Schedule of Fees and Charges.

I understand and agree that this Disclosure and Agreement, along with any other documents you give me pertaining to my account(s), is a contract that establishes the rules that control my account(s) with you. When I accept, retain, activate, or use of an ATM Card, MasterMoney® Debit Card, or conduct other electronic funds transactions hereunder, I agree to follow these rules.

The purpose of this Disclosure and Agreement is to:

1. Apply and explain some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but for which it permits variations by agreement; and
4. Provide disclosures of some Credit Union policies to which I may be entitled or in which I might be interested.

I understand and agree that if any provision of this Disclosure and Agreement is found to be unenforceable according to its terms, all remaining provisions will remain in full force and effect. You may permit some variations from this Disclosure and Agreement, but you will only agree to do so in writing.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; payroll deductions; preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized withdrawals for bill payments and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned (“Proprietary”) ATMs and on “Shared Network” ATMs such as the CO-OP Network, Star®, Cirrus®, and MasterCard®, and such other systems as may be added from time to time; Phone Express Electronic Telephone Banking; Electronic Check Transactions; and Point of Sale (POS) Transactions. Disclosure information applicable to these electronic services is given below, with certain specific disclosure information for each service following in separate sections. I understand that additional disclosures and agreements pertaining to other electronic services (such as, for example, online banking, mobile banking, and remote deposit capture) will be provided to me before I enroll in those additional services. I also understand that the agreements, terms, conditions, rules, and regulations applicable to my savings account(s), money market account(s), checking account(s), VISA Credit Card, personal line of credit, and any other applicable accounts,

remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Business Day Disclosure. Your business days are Monday through Friday, except holidays. ATMs, POS terminals, and Phone Express Electronic Telephone Banking System are generally open, but not always accessible, 24 hours a day, 7 days a week.

Disclosure of Account Information to Third Parties. You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction;
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or Court order, or any legal process;
4. If I give you written permission; or
5. As otherwise permissible under applicable law.

In Case of Errors or Questions About My Electronic Services Transactions.

Telephone you at: (909) 946-4096
or write you at: United Methodist Federal Credit Union
P.O. Box 60651
Montclair, CA 91763-1126

as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

In accordance with MasterCard Operating Rules and Regulations, I will receive provisional credit for MasterMoney Debit Card losses for unauthorized use within five (5) business days after I have notified you of the loss.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

Your Liability for Failure to Make or Complete Electronic Funds Transactions. If you do not properly complete an electronic funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure, or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g., the U. S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS terminal, Phone Express System, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
7. My ATM Card, MasterMoney Debit Card, VISA Credit Card, or check(s) has been reported lost or stolen, or my Card has expired, is damaged so that the terminal cannot read the encoding strip, has not been activated, is inactive due to non-use, is retained by you at my request, or because my Card or Phone Express PIN has been reported lost or stolen or repeatedly entered incorrectly;
8. The transaction would exceed my Line of Credit limit or VISA Credit Card limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. There may be other exceptions.

Email Communications: I may communicate with you via electronic mail (email); however, I may only email you general questions and not account information questions. You will not respond to account information-related questions sent to you via email. Also, I should not send you any confidential account or other information via email. I understand that I may not perform transactions on my account via email. I cannot request a stop payment or report an unauthorized transaction via email. Given that these types of requests/transactions require expeditious handling, I must make these requests by calling or mailing a letter to you as noted in this Disclosure and Agreement. I agree that you may take a reasonable amount of time to act on any email you actually receive from me. I agree that you are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or any decision I make using this information. You will only respond to emails from the

email address you have on file for me. If I change my email address, I will notify you in writing.

Fees and Charges for Electronic Funds Transaction Services. All fees and charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges, which accompanies this Disclosure and Agreement. A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges for each stop payment order I give. There may also be a charge assessed if I overdraw my Checking Account by the use of a MasterMoney Debit Card. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my savings account, money market account, or checking account.

Change in Terms. You may change the terms and charges for the services indicated in this Electronic Services Disclosure and Agreement and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Disclosure of Delayed Funds Availability. You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, I will see your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

Termination of Electronic Funds Transaction Services. I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice and may reinstate such services at your discretion. If I ask you to terminate my account or the use of an ATM Card, or any other access device, I will remain liable for subsequent authorized transactions occurring prior to and after such termination.

Account Access. My Account, the Card(s), or any other access device or method (including automated clearing house (ACH) and Electronic Check Transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

Collections. I agree that you shall be entitled to recover any money owed by me to you as a result of my use of, or the use of anyone I have provided access to, any of your electronic services, and I agree to repay any amounts that create an overdrawn balance immediately upon demand. I may be charged an overdraft fee, as disclosed in your Schedule of Fees and Charges, if permissible under applicable law. I grant you a security interest in my present and future shares on deposit and you have the right to apply such shares against any amounts owed to you by me (e.g., overdrafts and any related fees and charges). If any legal action is required to collect amounts I owe, I agree to pay all costs of collection, including reasonable attorneys'

fees, court costs, and other charges incurred by enforcing your rights under this Disclosure and Agreement.

Indemnification. To the extent permitted by law, I agree to indemnify, defend, and hold you and your directors, officers, employees, and agents harmless from and against any damage, expense, loss, or liability of any kind that you may incur, including, but not limited to, attorneys' fees and court costs that result, directly or indirectly, in whole or in part, from my use of any electronic service governed by this Disclosure and Agreement.

Relationship to Other Disclosures. The information in this Disclosure and Agreement applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other electronic services and for all other aspects of the account involved.

Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

Copy Received. I acknowledge receipt of a copy of this Disclosure and Agreement.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS

If I have arranged to have preauthorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following applies to me.

Account Access. Preauthorized deposits may be made to my savings account(s) or checking account(s).

Notification of Preauthorized Deposits. If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (909) 946-4096 and you will advise me whether or not the preauthorized deposit has been made.

Documentation of Preauthorized Deposits. Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If I have requested a preauthorized payment to a third party from my savings or checking account with you, the following applies to me.

Account Access. Preauthorized payments may be made from my savings or checking accounts only.

Right to Receive Documentation of Preauthorized Payment:

Initial Authorization. I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.

Notice of Varying Amounts. If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

Periodic Statement. I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

Right to Stop Preauthorized Payment. If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at: (909) 946-4096 or write you at United Methodist Federal Credit Union, P.O. Box 60651, Montclair, CA 91763-1126, in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put confirmation of my request in writing at the above address and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Schedule of Fees and Charges. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

Your Liability for Failure to Stop Payment. If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

I agree to pay you a Stop Payment Fee in accordance with your Schedule of Fees and Charges for each stop payment order I give.

Liability for Unauthorized Electronic Payments. I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, Phone Express Electronic Telephone Banking Transactions, and Electronic Check Transactions."

ADDITIONAL DISCLOSURES APPLICABLE TO PHONE EXPRESS ELECTRONIC TELEPHONE BANKING

Phone Express Electronic Telephone Banking is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use Phone Express Electronic Telephone Banking, I must request the service and then you will provide me with a PIN for access to your Phone Express Electronic Telephone Banking System.

Types of Available Transactions. I may use my Phone Express PIN to:

1. Make withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or checking account(s) or advances on my personal line of credit by Credit Union check issued in the name of the member appearing first on the account signature card mailed to my address of record;

2. Transfer funds between my savings account(s), checking account(s), and loan account(s);
3. Make loan payments by transferring the amount of the payment from my savings account(s) or my checking account(s);
4. Make account balance inquiries on my savings account(s), checking account(s), or loan account(s); and
5. Find out if a check written within the past three (3) months has cleared.

You may offer additional services in the future and, if so, I will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions.

1. Account withdrawals by check through your Phone Express Electronic Telephone Banking System are limited to the extent of collected funds available in my account and/or funds available from my line of credit account.
2. For security reasons, any amounts over \$5,000 are subject to verification.
3. In the event my Phone Express PIN is lost or stolen, there may be restrictions on transactions I can make on the Phone Express Electronic Telephone Banking System.

Phone Express Personal Identification Number (PIN). I understand that I cannot use the Phone Express Electronic Telephone Banking System without an identification number, which you refer to as a Phone Express PIN. I am responsible for the safekeeping of my Phone Express PIN provided by you and for all transactions made by use of the Phone Express Electronic Telephone Banking System.

I will notify you immediately and send written confirmation if my Phone Express PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to the Phone Express PIN. If I disclose my Phone Express PIN to anyone, however, I understand that I have given them access to my account via the Phone Express Electronic Telephone Banking System and that I am responsible for any such transactions.

I further understand that my Phone Express PIN is not transferable and I will not disclose the Phone Express PIN or permit any unauthorized use thereof.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS

If I requested that you issue me an ATM Card or MasterMoney Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the Star® or Cirrus® Logo and belonging to the CO-OP® Shared Network System of ATMs or activated a VISA Credit Card to obtain advances at ATMs bearing the VISA® logo, then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN), which you will provide to me.

Types of Available Transactions and Limits on Transactions. The types of currently available transactions are listed below. Transaction types and services may be limited on certain ATMs on the systems that are not owned by you (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

Account Access. The ATM services that you make available to me are:

1. Deposits to my savings account(s), money market account(s), and checking account(s) at your proprietary ATM(s) and designated CO-OP Network ATMs;
2. Withdrawals from my savings account(s), money market account(s), and checking account(s) at your proprietary ATM(s) or Star®, Cirrus®, or CO-OP® ATMs;
3. Transfers from my savings account(s) and money market account(s) to my checking account within the same account number at your proprietary ATM(s) (and some shared network ATMs);
4. Loan payments made by cash, check, or by transfer of funds from my savings account(s), money market account(s), or checking account(s) at your proprietary ATM(s) (and some shared network ATMs);
5. Advances on my personal line of credit account at your proprietary ATM(s) only;
6. Advances on my VISA Credit Card up to my available Credit Limit using a VISA Credit Card at ATMs displaying the VISA® logo.
7. Balance inquiries at your proprietary ATM(s) and other Shared Network ATMs;

You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the Star®, Cirrus®, and CO-OP® Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems that are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

I understand and agree that you accept funds deposited at ATMs subject to our verification and collection, and receipts issued by an ATM are binding only after verification. Funds deposited by check may be unavailable for withdrawal until collected by you. The delay will depend on your policies as permitted by law, and I will refer to your Disclosure of Funds Availability Policy for details.

By using my ATM Card or MasterMoney Debit Card in conjunction with my PIN at an ATM, I authorize you to provide account balance information or to make withdrawals and transfers into or from my accounts with you, in accordance with the instructions given to the ATM. Furthermore, I authorize you to make advances on my line of credit account.

If I authorize you to issue an ATM Card or MasterMoney Debit Card (or any other access device) to any third party, or if I permit any person to use my Card, I understand that I, thereby, authorize that person to withdraw funds from any account (including my line of credit account) which can be accessed using the ATM Card or MasterMoney Debit Card.

Balance Inquiries. Balance information available through the ATM may not be accurate because the balance information may not reflect transactions that occurred within the past 72 hours. For accurate balance information, contact the Credit Union at (909) 946-4096.

ATM Fees. You may charge an ATM Foreign Transaction Fee for any transactions at ATMs not owned by you or the CO-OP® Network. In addition, when I use an ATM not owned by you, I may be charged a fee by the ATM operator and/or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer).

Limitations on Frequency and Dollar Amount of Transactions.

1. Withdrawals from most ATMs are limited to a maximum of \$310 per day for ATM Cards and \$500 per day for MasterMoney Debit Cards. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, in your sole discretion.
2. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20.00.
3. For security reasons, in the event my ATM Card, MasterMoney Debit Card, or VISA Credit Card or the PIN is lost or stolen, there may be restrictions on transactions I can make on the ATM System.

Overdraft to Line of Credit. I understand that if I have an overdraft line of credit in conjunction with my checking account, then I may use that line of credit to fund any overdraft on my checking account, including overdrafts caused by ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or MasterMoney Debit Card to overdraw my savings account(s), checking account(s), or personal line of credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft as follows:

1. **Overdrawn Savings Account:** You may withdraw funds from my checking account(s) or make a cash advance from my personal line of credit account, if any, or make a withdrawal from other accounts on which I am a joint owner.
2. **Overdrawn Checking Account:** You may make a cash advance from my personal line of credit account, if any, or withdraw funds from my savings account(s) or make a withdrawal from other accounts on which I am a joint owner.
3. **Overdrawn Line of Credit:** You may withdraw funds from my savings account(s), money market account(s), or checking account(s), or other accounts on which I am a joint owner.

Overdrafts that cannot be honored are payable on demand and may result in termination of my account(s).

My ATM Card and/or MasterMoney Debit Card. Both an ATM Card and/or MasterMoney Debit Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT (A) TELL ANY UNAUTHORIZED PERSON MY PIN, (B) WRITE MY PIN ON MY CARD, (C) WRITE MY PIN ON A SEPARATE PIECE OF PAPER AND KEEP IT IN MY PURSE OR WALLET WITH MY CARD, OR (D) OTHERWISE MAKE IT AVAILABLE (THROUGH THEFT, MY OWN NEGLIGENCE, OR OTHERWISE) TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW

MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

Safety at the ATM. I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well-populated and well-lit. I should report any incident to the police as soon as possible.

Personal Identification Number. I agree to memorize my PIN and will not write it on the Card(s) or make it accessible by anyone through theft or otherwise. If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Schedule of fees and charges.

Ownership of an ATM Card or MasterMoney Debit Card. The Card(s) remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify, or restrict the use of any Card (1) upon proper notice or (2) without notice if: (a) my account is overdrawn, (b) if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or (c) where you deem it to be necessary or prudent to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

Making Electronic Fund Transactions. I agree to follow the instructions posted or otherwise given by you or any ATM Network or POS terminal concerning use of the machines.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS OR MASTERMONEY DEBIT CARDS WHEN USED FOR POINT OF SALE TRANSACTIONS

Types of Available Transactions and Limits on Transactions. By use of my ATM Card or MasterMoney Debit Card at a point-of-sale terminal, I authorize you to make withdrawals from my designated checking account for cash advances and/or purchases.

Account Access. I may use my Card to withdraw cash from my designated checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card(s) and/or pay for purchases from merchants, financial institutions, and others who honor the Card(s).

When I use my MasterMoney Debit Card to pay for goods or services at a merchant or point-of-sale terminal, or to obtain cash, I use it as a debit card and it works like a check written on my account. My MasterMoney Debit Card is not a credit card, which means that I cannot defer payment of my MasterMoney Debit Card transactions.

I must follow the merchant's, financial institution's, or other person or entity who honors the card's rules and instructions and I may be asked to enter my PIN or sign a sales slip. Some merchants may impose a fee for MasterMoney Debit Card use and you will not be liable for that fee or if the merchant, financial institution, or other person or entity refuses to accept your MasterMoney Debit Card or MasterMoney Debit Card number.

I understand that some participating merchants (such as hotels, car rental companies, restaurants, or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against my designated checking account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from my designated checking account.

I may not stop payment on a MasterMoney Debit Card transaction. Furthermore, in the event of a dispute, I may have to settle directly with the merchant, financial institution, or other person or entity that honored the Card. If the merchant misrepresents the quality, price, or warranty of the goods or services which I paid for with my MasterMoney Debit Card, I agree to indemnify you from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, from such misrepresentation. If I breach or do not fulfill the terms of this Disclosure and Agreement with you, I also agree to indemnify you from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, therefrom.

Limitations on Frequency and Dollar Amounts of Transactions. I may make cash advances and purchases only to the extent that I have available funds in my designated checking account plus available funds in my designated overdraft sources. Purchase transactions with a MasterMoney Debit Card are limited to \$500.00 each 24-hours. For security reasons, there may be limits on the number of these transactions that may be authorized.

Returns and Adjustments (MasterMoney Debit Cards). Merchants and others who honor MasterMoney Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my designated checking account.

Foreign Transactions (MasterMoney Debit Cards). Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a Foreign Transactions Fee of one percent (1.00%) of the transaction. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, I am responsible for the difference.

Purchases, cash advances, and credits in U.S. dollars made outside the United States may be charged a Multiple Currency Fee of point eight percent (0.8%) of the transaction.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If I have authorized a one-time transfer of funds from my account via automated clearing house (ACH) where I have provided a paper

check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to me:

Types of Available Transactions. I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills. I may also authorize a merchant or other payee to debit my checking account for returned check fees or returned debit entry fees.

I may make such a payment via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access. Electronic Check Transactions may be made from my checking account only.

Limitations on Dollar Amounts of Transactions. I may make Electronic Check Transactions only to the extent that I have available clear funds in my checking account plus available funds in my designated overdraft sources.

Overdraft to Line of Credit. I understand that if I have an overdraft line of credit account in conjunction with my checking account, then I may use that line of credit to fund any overdraft on my checking account, including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my checking account or my line of credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my checking account by making a cash advance from my line of credit account, if any, or withdraw funds from my savings account(s) or money market account(s) or make a withdrawal from other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

Remotely-Created Checks. If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my accounts. If I deposit a remotely-created check into any of my accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check, which I have deposited into my account, is returned by the drawee-payor bank for any reason, I agree that you may debit my account for the amount of the item, plus any applicable fees. If the debit causes my account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Disclosure and Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, PHONE EXPRESS ELECTRONIC TELEPHONE BANKING TRANSACTIONS, ELECTRONIC CHECK TRANSACTIONS, AND ACH AND WIRE TRANSFER TRANSACTIONS

Right to Receive Documentation of Transactions.

1. **Transaction Receipt.** I will receive a receipt at the time I make any transfer to or from my account using one of the ATMs or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you.
2. **Periodic Statement.** I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using an Electronic Check Transaction, the ATMs, POS terminals, or Phone Express Electronic Telephone Banking System, which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting. I must tell you AT ONCE if I believe my checks, ATM Card, MasterMoney Debit Card, VISA Credit Card, or my Phone Express, ATM Card, MasterMoney Debit Card, or VISA Credit Card PIN (collectively "check(s), Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my check(s), Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my check(s) (in an Electronic Check Transaction), my Card(s), and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my check(s), Card(s), and/or PIN(s) and you can prove you could have stopped someone from using my check(s), in an Electronic Check Transaction, and/or my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

If I am using a VISA or MasterCard consumer card, including credit or debit card, for transactions that take place on the VISA or MasterCard network system, I understand that VISA and MasterCard Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to VISA or MasterCard commercial cards or non-VISA or non-MasterCard PIN-Debit Network transactions.

Also, if my statement shows transfers that I did not make, including those made by Card, PIN, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If I can document a good reason (such as a long trip or hospital stay) kept me from telling you, you will extend the time period.

Notice Regarding PIN-Debit Network Transactions. You allow non-MasterCard debit transaction processing. This means that I may use my MasterCard Debit Card on a PIN-Debit Network* (a non-MasterCard network) without using a PIN to authenticate my

transactions. The non-MasterCard debit networks for which such transactions are allowed are CO-OP, Plus, and Star systems.

Examples of the types of actions I may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived from an existing relationship with me instead of through the use of a PIN.

I understand that the terms and conditions of my agreement with you relating to MasterCard debit transactions does not apply to non-MasterCard debit transactions. For example, the additional limits on liability (sometimes referred to as MasterCard's zero-liability program) and the streamlined error resolution procedures offered on MasterCard Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

If I have any questions about non-MasterCard debit transactions, I will call at (909) 946-4096.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction. If I believe my Card(s), PIN(s), or check(s) has been lost or stolen or that someone will or may use it to transfer money from my account(s) without my permission, I must telephone you at: (909) 946-4096, or write you at:

United Methodist Federal Credit Union
P.O. Box 60651
Montclair, CA 91763-1126

I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

Business Accounts. I understand that the Section entitled "My Liability for Unauthorized Transactions and Advisability of Prompt Reporting" in this Section of this Agreement as well as the Section entitled "In Case of Errors or Questions About My Electronic Services Transactions" and the provisions related to error resolution and limitations on liability on the back of periodic statements, do not apply to business accounts or to accounts that are not used primarily for personal, family, or household purposes ("Business Accounts"). The following error resolution and limitations on liability apply to Business Accounts:

I agree to notify you immediately if I discover: (a) any error or discrepancy between my records and the information you provide to me about my Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any PIN; or (d) other problems related to the Services. I must send you a written notice of any discrepancy or other problem, including a statement of the relevant facts, within fourteen (14) days from the date I first discover the problem or receive information reflecting the problem, whichever occurs first. If I notify you within fourteen (14) days from the date I first discover the problem or receive information reflecting the problem, whichever occurs first, I will not be responsible for the amount of the transaction. If I fail to notify you within fourteen (14) days, I agree that, in addition to any other limitations on your liability: (a) in the case of an erroneous funds transfer, I will be liable for all losses up to the amount thereof (as well as any loss of interest) that result from my failure to give you such notice or that might have been prevented by my giving you such notice; and (b) in the case of an unauthorized funds transfer, you will not be liable for any loss of

interest that results from my failure to give you such notice or which might have been prevented by my giving you such notice.

IN NO EVENT WILL YOU BE LIABLE FOR ANY LOST REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO ANY TRANSACTION GOVERNED BY THIS AGREEMENT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Regulation “D” Restrictions on Electronic Funds Transfers. Any combination of pre-authorized, automatic, or telephone withdrawals or transfers from savings accounts and money market accounts are limited to no more than six (6) transfers in each statement period.

However, I may make an unlimited number of withdrawals from or transfers among my own savings accounts or money market accounts by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts or money market accounts through the Credit Union’s Phone Express Electronic Telephone Banking System, online banking system, or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

Verification. All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, Phone Express Electronic Telephone Banking System, or other electronic transaction contemplated hereunder which would otherwise require my “wet” signature, or other authorization, shall be valid and effective as if “wet” signed by me when accomplished by use of an Electronic Check Transaction, Card(s), and/or PIN(s) or as otherwise authorized under this Disclosure and Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your “Delayed Funds Availability Policy.” Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number, and where I want my deposit to go. If I make a deposit to my checking account with you, the checking account deposit slip should be included.

FUNDS TRANSFERS AGREEMENT AND NOTICE

The State of California has adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation 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 law is intended to establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in a funds transfer. This Funds Transfer Agreement (“Agreement”) contains several notices which you are 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 shall 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 shall control and be deemed to modify such other agreements or terms of account.

1. This Agreement applies to Funds Transfers as defined in the Article 4A of the Uniform Commercial Code (Division 11 of the California Uniform Commercial Code) and Subpart B of Regulation J of the Board of Governors of the Federal Reserve.
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 for the various types of funds transfers, the cut-off time for wire transfers will be at 12:00 p.m. (Pacific Time) on 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 following 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 tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. I will be notified of the security procedure, if any, to be used to verify payment orders issued by me or for which my account will be liable. 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 shall have no obligation to accept any payment order from me or other authorized parties on the account until I and the Credit Union agree, in writing, on an alternate security procedure.
5. If I send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that each of our rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J and this Agreement.
6. If I give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) 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 bank. This means that I will be responsible for any loss or expense incurred by a receiving bank that executes or attempts to execute the payment order in reliance on the identifying number I provided.
8. The Credit Union may give me credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. I am hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from me of the amount

- credited to me in connection with that ACH entry. This means that the Credit Union may provide me with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on my account and I will be liable to repay the Credit Union.
9. ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide me with next day notice of receipt of ACH credit transfers to my account. I will continue to receive notices of receipt of ACH items in the periodic account statements that you provide.
 10. If the Credit Union received a funds transfer for me or for other persons authorized to have access to my account, I agree that the Credit Union is not obligated to provide me with next day notice of the receipt of the funds transfer. The Credit Union will provide me with notification of the receipt of all funds transfers by including such items in the periodic account statements which the Credit Union provides. I may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
 11. If the Credit Union becomes obligated under Article 4A (Division II of the California Uniform Commercial Code) to pay interest to me, I agree that the rate of interest to be paid shall 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 shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.
 13. The Credit Union shall 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 Rate and Fee Schedule, which is incorporated by this reference.
 14. If I initiate a funds transfer request denominated in United States dollars for transfer to a foreign country, the Credit Union may transfer payment in the currency of the beneficiary bank's country at the Credit Union's buying rate of exchange to United States dollars. If the 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 at 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, 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, 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 shall be limited to my direct loss and payment of interest. **UNDER NO CIRCUMSTANCES SHALL 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 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 shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict of laws doctrines of such state to the contrary.

INTERNATIONAL ACH TRANSACTIONS: I acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of my Accounts is identified and designated by our screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending your review of the IAT Entry, and may be terminated under applicable OFAC Rules. I also acknowledge that you may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. I agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, you will provide me such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

Definitions

“OFAC Rules:” Economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent “prohibited transactions” based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

“NACHA Rules:” An annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH, Network in which all ACH participants must comply.

“IAT:” International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agency’s office that is not located in the territorial jurisdiction the United States.