

## **North Bay Credit Union Account to Account (A2A) ACH Transfer Disclosure and Agreement**

North Bay Credit Union, a state-chartered credit union, and “Member” as defined below, hereby enter into, as of the date the Credit Union grants access to the Services (the “effective date”), this A2A ACH Transfer Agreement. The agreement consisting of general terms and conditions, exhibits, and any amendments attached hereto or hereafter by mutual consent of the parties, and incorporated by this reference.

### **A2A ACH Transfer Agreement**

This agreement sets forth the terms and conditions under which you may from time to time request a transfer of funds in your North Bay Credit Union Account(s) to an account you own at another financial institution or a transfer from that account to your North Bay Credit Union account. You will need to enroll each of your financial institution accounts that you wish to use for this service. The verification process must be completed by you prior to using the service. These terms and conditions affect your rights and you should read them carefully.

### **Scope of Agreement**

This agreement covers all transfers using the External A2A Transfer Service initiated by me from time to time through the North Bay Credit Union Mobicent Internet banking service. (For additional information refer to the North Bay Credit Union Account Agreement and Electronic Services Agreement and Disclosure.)

### **Definitions**

In addition to all the other terms defined herein, the following terms shall have the following meanings:

“We”, “Our”, “Us”, and “Credit Union” shall mean North Bay Credit Union, its employees, directors, officers, representatives, and agents. “You”, “Your”, and “Member” shall mean the account holder authorized by North Bay Credit Union to use the Mobile Check Deposit, and any user authorized to exercise control over funds deposited in member’s account through the Mobile Check Deposit program.

ACH (Automated Clearing House) Network - the funds transfer system, governed by the NACHA (National Automated Clearing House Association) Rules that provide funds transfer services to participating financial institutions.

ACH Rules - the NACHA Operating Rules and NACHA Operating Guidelines.

Business Day – any day that is not a Saturday, Sunday, Federal Holiday or North Bay Credit Union Holiday.

Eligible Account – Deposit Account that is eligible to be used with the External A2A Service and is enrolled in the Service. Eligible Accounts include North Bay Credit Union and other Financial Institutions.

Verified Account – an account that **you own** at another financial institution that is enrolled in the External A2A Service.

Financial Institution – The location of your Verified Account that is enrolled in the External A2A Service.

EPN (Electronic Payment Network) – An electronic clearing house (ACH) that serves as the sole ACH for the private sector in the United States.

### **Description of Service**

The External A2A Service enables me to request a transfer of funds: 1) from my Eligible North Bay Credit Union Account to a Verified Account; 2) from a Verified Account to my Eligible North Bay Credit Union Account. North Bay Credit Union uses the ACH Network to execute my External A2A requests, but other methods of transfer may also be used. All requests must be made through North Bay Credit Union and are subject to the terms of my Account Agreement, my Account Disclosure,

my Electronic Services Agreement and Disclosure, this Agreement, and any other agreements and applicable laws and regulations.

#### **Authorization to Transfer Funds Using External A2A Service**

I hereby represent and warrant to North Bay Credit Union, its directors, officers and employees and agents, that I own each Eligible North Bay Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize North Bay Credit Union to execute and charge my Eligible North Bay Credit Union Account(s) for any External A2A transfer request to a Verified Account and from a Verified Account to my Eligible NORTH BAY CREDIT UNION Account, including any related fee, subject to any applicable limit as to dollar amount, and time delays to complete certain types of transfers; when my External A2A transfer requests are made in accordance with the procedures established by NORTH BAY CREDIT UNION Credit Union. I understand and acknowledge that North Bay Credit Union has no obligation to execute any request for a transfer using External A2A that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an External A2A transfer requested is subject to the terms and conditions stated in this Agreement & Disclosure, as amended from time to time. This authorization shall remain in full force and effect until I have informed you either through a secure message or by phone at (707) 584-0384, during normal Credit Union business hours, that I have revoked my authorization and you have a reasonable opportunity to act on it.

#### **Information Relied Upon by North Bay Credit Union**

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

#### **Limited Power of Attorney**

In connection with any request to transfer funds using the External A2A service, I hereby give, to NORTH BAY CREDIT UNION Credit Union, a limited power of attorney and appoint North Bay Credit Union 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 originate deposits into or withdrawals from my Verified Accounts, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting such funds transfers, verifying the content and authenticity of any External A2A transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once North Bay Credit Union has actual knowledge that I wish to cease using the External A2A service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by North Bay Credit Union in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times, my relationship with the Financial Institution that maintains each Verified Account is independent of North Bay Credit Union and my use of the External A2A service. I shall not hold North Bay Credit Union responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN NORTH BAY

CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE EXTERNAL A2A SERVICE, NORTH BAY CREDIT UNION IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS NORTH BAY CREDIT UNION AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

**Security Procedures**

I agree that North Bay Credit Union will initiate a funds transfer request for me only after I access my Eligible North Bay Credit Union Account(s) through its online banking service. North Bay Credit Union shall not be liable for any delay in processing my External A2A transfer request if I fail to comply with this security procedure (or any other that may be established by North Bay Credit Union from time to time). I acknowledge and agree that North Bay Credit Union has an established commercially-reasonable security procedure for the External A2A service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an External A2A transfer and not to detect errors in the content of my instruction.

**Verification of Accounts at Other Financial Institutions**

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the External A2A service. I hereby authorize you to require verification of each Third Party Account. I agree to verify each Third Party Account by confirming an initial withdrawal (debit) and initial deposit (credit) that you make to each requested Third Party Account. I authorize you to make a trial deposit transfer and a trial withdrawal transfer, in which one or more low value deposits that will be credited to the account and one or more low value withdrawals that will be debited to the account. The trial credit will be greater than or equal to the trial debit(s). When the account is ready to be verified, the status next to the Institution Name will change to verify. I will then verify the amount of each credit and debit made into the Third Party Account. Upon proper verification, the account is ready to setup External A2A transfers.

**External A2A Transfers**

Funds requested to be transferred will be credited to your Financial Institution account which will be available within 2-4 business days, provided you have met the Credit Union's cutoff time for submitting External A2A transfers. The cutoff time for initiating transfers is 8:00 a.m. Pacific Standard Time. Funds requested to be transferred will be debited/credited to the Credit Union or the Financial Institution account, according to the receiving Financial Institution's availability and transaction processing schedule. Credit availability times are subject to debit funds verification. If any of the days noted fall on a holiday, either Federal or NORTH BAY CREDIT UNION Credit Union, the transfers will take place on the next business day that follows the requested date. Requests for transfer of funds may be cancelled by 11:00 a.m. the day prior to the scheduled transfer date.

**Limits on External A2A Transfers**

North Bay Credit Union reserves the right to change Minimum, Maximum, and Daily limits at any time. The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

<b>Transfer</b>	<b>Amounts</b>
Maximum (one way)	\$1,000.00
Daily Limit	\$1,000.00

The above limits apply to the total of all External A2A transfers of a specific type for all accounts enrolled in the Service.

### **Service Fees and Charges**

I understand and agree that I am responsible for paying all fees associated with my use of the External A2A Service. I authorize North Bay Credit Union to charge my North Bay Credit Union Account (or any other of my accounts at NORTH BAY CREDIT UNION Credit Union) for any service fees and charges applicable to transfers requested through the External A2A service in accordance with NORTH BAY CREDIT UNION Credit Union's fee schedule in effect at the time I make an External A2A transfer request. North Bay Credit Union reserves the right to change the fees charged for the use of the External A2A service. A copy of the Fee Schedule for the External A2A service is provided at the end of the Agreement.

### **Execution of a Request for an External A2A Transfer**

Any request for an External A2A transaction will be executed on the appropriate Business Day. The Business Day on which a request for an External A2A transfer is made begins at 8:00 a.m. PST and ends at 11:00 a.m. PST of the following Business Day. If my request for an External A2A transfer is received by North Bay Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day.

### **Actions Taken Upon an Unsuccessful External A2A Transfer**

If a requested funds transfer could not be completed, I understand that NORTH BAY CREDIT UNION Credit Union, upon learning that the External A2A transfer has failed, may make reasonable effort to complete the transfer again (at the sole discretion of the Credit Union). If the second attempt is successful, the additional processing could delay the completion of the funds transfer by two or more Business Days. If the funds transfer fails a second or more times or if NORTH BAY CREDIT UNION chooses not to make an effort to complete the transfer a second or more times, you will notify me by one of the methods noted below:

- A secure message via Mobicent online banking program.
- A telephone call to the current number listed on your account.
- Through an internet e-mail sent to the email address I have indicated on Mobicent Internet Banking.

I understand you will choose the method of notification and the purpose of your notification is so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

### **Rejection of an External A2A Transfer Request**

I understand you reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily transfer limit (as more fully described above), if I have insufficient available funds in my eligible North Bay Credit Union Account for the amount of the External A2A transfer, plus any applicable fee, if my request is incomplete or unclear, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for an External A2A transfer for one or more of the reasons set forth above, I will be informed of the rejection by one of the methods noted above under Actions Taken upon an Unsuccessful External A2A Transfer within a reasonable amount of time.

### **Cancellations, Amendments or Recalls of an External A2A Transfer Request**

I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request.

### **Transfers Subject to the Rules of the Third Party Accounts**

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

### **Delays, Non-Execution of Funds Transfer Request**

I agree that North Bay Credit Union shall not be responsible for any delay, failure to execute, or wrongful execution of my funds transfer request due to circumstances beyond NORTH BAY CREDIT UNION Credit Union's reasonable control; including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the Credit Union or execution of such request by the Credit Union, whether caused by internet service failures, power failures, equipment malfunctions, strikes, or acts or omissions of any intermediary Financial Institution or beneficiary Financial Institution. North Bay Credit Union makes no warranties, express or implied, including the failure of any intermediary Financial Institution or Beneficiary Financial Institution, to credit my account with the amount of the funds transfer after receipt of same with respect to any matter.

### **Unauthorized External A2A Transfers**

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized External A2A transfer or other type of online transaction has been made from one of my accounts, I must notify you promptly by telephone at (707) 584-0384 during normal business hours. Normal business hours are Monday through Friday, 9 a.m. to 5:00 p.m. (Pacific Standard Time), excluding North Bay Credit Union holidays. Or, if I am unable to telephone you,

- In writing to: NORTH BAY CREDIT UNION Credit Union, 304 Sutton Place, Santa Rosa, CA. 95407
- With a secure message through the Mobicent Internet Banking program.

I understand that North Bay Credit Union cannot act until normal business hours regardless of the method I have used to communicate unauthorized activity. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

### **Significance of E-Mail Notices about External A2A Service**

I agree that all e-mail notices sent to me regarding status of my External A2A transfer requests are simply service messages and will not constitute a transaction receipt or an official record with respect to an External A2A transfer. I acknowledge and agree that these notices will be sent to the e-mail address I provide during my enrollment in the Mobicent online banking service, even if I have informed you separately in the past (or choose to do so in the future).

### **No Unlawful or Prohibited Use**

As a condition of using the External A2A service, I warrant to North Bay Credit Union that I will not use the External A2A service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the External A2A service in any manner that could damage, disable, overburden, or impair the External A2A service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the External A2A service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **Service Changes and Discontinuation**

North Bay Credit Union may modify or discontinue the External A2A service, with or without notice, without liability to me at any time. North Bay Credit Union reserves the right, subject to applicable

law and regulation, to terminate my right to use the External A2A service at any time and for any reason, including, without limitation, if NORTH BAY CREDIT UNION Credit Union, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the External A2A service.

### **Proprietary Rights**

I acknowledge and agree that North Bay Credit Union and its agents own all rights in and to the External A2A service. I am permitted to use the External A2A service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the External A2A service or any of your other services or technology.

### **Indemnity**

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

### **Claims; Limitation of Liability; No Warranty**

I agree that within thirty (30) days after my External A2A transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of NORTH BAY CREDIT UNION Credit Union's error, NORTH BAY CREDIT UNION Credit Union's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by North Bay Credit Union shall be at NORTH BAY CREDIT UNION Credit Union's published savings account rate in effect within the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer request within 60 days from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law. I agree that North Bay Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) my granting you authority to verify a third party account; (2) your debit and/or credit of a verified account or your inability to debit and/or credit such account(s) in accordance with my External A2A transfer instructions; (3) any inaccurate or incomplete information received from another financial institution in connection with verifying a third party account or executing a transfer with a verified account; (4) any charges imposed by the financial institution holding a verified account; and (5) any transfer limitations set by a financial institution holding a verified account. In no event shall North Bay Credit Union be responsible for any incidental or consequential damages or expenses arising in connection with my External A2A transfer request. Except as may be expressly set forth in this agreement, NORTH BAY CREDIT UNION Credit Union, its Directors, Officers, Employees and Agents hereby disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights. North Bay Credit Union makes no warranty or representation regarding the results that may be obtained from the use of the External A2A Service, the accuracy of any information retrieved by North Bay Credit Union from any financial institution holding any Verified Account or that the External A2A Service will meet any requirements of any user, be uninterrupted, timely, secure or error free.

**Amendments**

I agree that you reserve the right to change the terms and conditions of this Agreement & Disclosure as required by law or Credit Union policy. Unless otherwise required by law, you may amend this Agreement & Disclosure without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement & Disclosure electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

**Governing Law**

This Agreement shall be construed in accordance with California law and the laws of the United States of America. We and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Sonoma County California.

**Electronic Consent and Acceptance of Terms and Conditions**

In order to enroll to use the External A2A service, I consent to receive and accept the terms and conditions of the Agreement & Disclosure for the External A2A Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, North Bay Credit Union will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each External A2A transfer is requested and in summary form as part of the periodic statement for my North Bay Credit Union Account to or from which the External A2A transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you through a secure message or by telephone at (707) 584-0384 (during normal business hours as previously defined); however, by doing so I understand that I will terminate my right to use the External A2A service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the External A2A service.

**Consent and Agreement**

By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the External A2A service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the External A2A service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. North Bay Credit Union reserves the right to provide information and notices about the External A2A service to me by non-electronic means.

**External A2A Service – Fee Schedule**

Member Generated ACH Origination Initial Setup fee \$15.00

Member Generated Incoming Origination per transaction fee \$2.00

Member Generated Outgoing Origination per transaction fee \$5.00

This disclosure and agreement may also be accessed at [www.northbaycu.com](http://www.northbaycu.com) under the disclosures link. Document date 4/5/19