

ACH Origination Authorization Agreement (Debits and Credits)

Effective August 31, 2018

This ACH Origination Authorization Agreement covers the rights and responsibilities concerning any account for which external transfer (ACH) services have been established and the rights and responsibilities of UNIFY Financial Credit Union (UNIFY) in reference to performing electronic funds transfer services. In this ACH Origination Authorization Agreement, the words “you” and “your” mean the account owner who signs the ACH Origination Authorization Agreement on the reverse side, and the words “we,” “us” and “our” mean UNIFY Financial Credit Union.

You acknowledge that it is your responsibility to ensure the origination of ACH debits and credits to your account comply with the rules of the National Automated Clearing House Association (NACHA) U.C.C. (Uniform Commercial Code) and with the provisions of U.S. law, including the Office of Foreign Assets Control (OFAC). Further, you understand this ACH Origination Authorization Agreement supplements the other terms, conditions and related disclosures associated with your account at UNIFY, which you have previously received and agreed to; including UNIFY’s Electronic Fund Transfers Agreement and Disclosure, which is incorporated herein by this reference as if set forth in full. In the event of inconsistency between provisions of such previously agreed to terms, conditions and related disclosures, the UCC, and/or UNIFY’s other account agreements the provisions of this Agreement shall prevail. The term Entry shall have the meaning provided in the NACHA Rules and shall also mean the data received from you hereunder from which UNIFY initiates each Entry.

Authorization

You hereby authorize UNIFY to initiate debit or credit entries from your UNIFY account(s) to requested account(s) at the depository financial institution(s) named in your request(s), hereafter called Financial Institution, and debit or credit the same to your UNIFY account (the “Service”). Authorization will require funds to be available in the account prior to origination to allow reasonable time for processing on the requested date. Credit given by the Receiving Depository Financial Institution (RDFI), also known as the Payee’s Financial Institution, to the Payee of the transaction for the Entry is provisional until the RDFI has received final settlement through the Federal Reserve Bank or otherwise. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Payee in the amount of the credit to the Payee’s account, and the Originator of the transaction will not be considered to have paid the amount of the credit Entry to the Payee. Entries returned for reasons such as non-sufficient funds or account closed, may be subject to a Returned NSF ACH fee, as set forth in UNIFY’s Disclosure of Fees and Charges. Transactions paid to your other Financial Institution, in which you no longer have funds available for the off-setting transaction in your UNIFY account may also be charged the Returned NSF ACH fee. [UNIFY requires sending pre-notifications for external transfers requested via Recurring External Transfer form, or micro deposits for external transfers scheduled through eBanking, to the designated Financial Institution. Therefore, you should initiate new transfers at least six (6) business days prior to the first transaction.]

You have the right to cancel or modify external transfers by (1) notifying UNIFY in writing at least six (6) business days prior to the time your account is charged; or (2) by logging in to your account through eBanking to modify or cancel any external transfer you have scheduled yourself through eBanking. You further understand that it is your responsibility to terminate authorized external transfers in writing with UNIFY if the receiving account or loan with UNIFY has been closed or paid in full, providing at least six (6) business days’ notice prior to the next scheduled transfer date.

This Agreement and subsequent authorizations for individual external transfers will remain in full force and effect until UNIFY has received notice of termination in such time and manner as to afford UNIFY and other Financial Institution(s) a reasonable opportunity to act upon your termination. UNIFY reserves the right to terminate this ACH Origination Authorization Agreement at any time and for any reason, including your breach of the NACHA rules.

You authorize adjustment entries in the event of erroneous transactions on your account.

Types of Transfers

Transfers may be established for the purpose of transferring funds to or from another U.S. financial institution, to pay a loan, and to move money between accounts on which you are an owner. Transfers you establish for recurring loan payments or bills may change in accordance with changes to the loan payment or bill amount. External transfers may be established with monthly, weekly and bi-weekly frequencies through eBanking or through the completion of the Recurring External Transfer form. One-time external transfers may only be established through eBanking. Transfers may not be established to transfer to or from an Individual Retirement Account (IRA), transfer to or from term share certificate accounts, or to move money to or from an account or financial institution outside the jurisdiction of the U.S. **You must be an owner, or have the authority to transact, on both the account to be debited and the account to be credited.**

Verification and Acceptance Process

External transfer requests to a designated account are subject to verification and acceptance of pre-notification or micro deposit transactions. In the event that we are unable to process the external transfer request (incomplete information, lack of your response to test transactions, lack of your response to request for additional information, etc.), or the pre-notification or micro deposit transactions are returned by the receiving Financial Institution, we may notify you at our discretion that the request cannot be honored at this time and explain the reason. We may, in our discretion, perform pre-notification transactions prior to processing external transfer requests requested using the Recurring External Transfer form. When necessary for external transfers requested through eBanking, we will transfer small amounts to and from the receiving account as test transactions (also referred to as micro deposits). Processing of the transfer request will be dependent upon your timely response to the test transactions. Your failure to respond to the test transactions, requests for additional information, or the return of the pre-notification or micro deposit transactions may result in the termination of your transfer request. A pre-notification for external transfers requested through the Recurring External Transfer form requires acceptance and/or response from the receiving Financial Institution. Upon approval or denial from the receiving Financial Institution of any

request to initiate external transfers, we will notify you in writing.

Processing Time-Frames

External transfers initiated using the Recurring External Transfer form will be debited or credited to your UNIFY account on the date requested, unless the date falls on a weekend or holiday, in which case the external transfer(s) will be processed on the business day prior to the weekend or holiday. External transfers scheduled through eBanking will be debited or credited to your UNIFY account the day following the scheduled date, unless the date you selected falls on a weekend or holiday, in which case the external transfer(s) will be processed on the business day prior to the weekend or holiday. We will initiate the funds transfer in accordance with the request in the manner detailed above; however, we cannot guarantee the date on which the receiving Financial Institution will make the funds available and/or will process the debit or credit entry. Transfers to an account typically will be available in the receiving account within 2-3 business days. Requests should be provided in such a time and in such a manner as to allow us six (6) business days prior to date of first external transfer for the purpose of sending pre-notifications and/or micro deposits to the receiver account for account verification. For external transfers to or from Financial Institutions already verified and accepted through eBanking, requests received before 4:00pm (PT) may be scheduled for next business day transfer. Requests received through eBanking after 4:00pm (PT) cannot be scheduled for the next business day.

External Transfer Limitations

UNIFY reserves the right to set limitations to the amounts or frequencies of external transfers requested through the Recurring External Transfer form or through eBanking. Limits set are based on account standing and may fluctuate during the life of the account.

Returned ACH Items

Should a requested transfer be returned or be unable to process due to uncollected funds, non-sufficient funds, or for any other reason allowed within the rules set forth by NACHA, a Returned NSF ACH fee may be charged to the account on which the transfer is established, as disclosed in our Disclosure of Fees and Charges. Outgoing credit entries for which funds are not sufficient to initiate the transfer may be charged a Returned NSF ACH fee and will not be re-initiated for the current scheduled transfer date; however, the next scheduled payment will be attempted on the next scheduled transfer date. Any item returned for any other reason code, such as "Account Closed," "Payment Stopped," "Unauthorized," "Authorization Revoked," "Non-Transaction Account," "Invalid Account Number" and "No Account /Unable to Locate Account," will result in the termination of the external transfer authorization to which the item relates. UNIFY reserves the right to immediately cancel this ACH Origination Authorization Agreement if the account is not current or maintained in good standing, prior transfers are cancelled or returned due to insufficient funds, authorization is revoked, stop payment is issued, the account is frozen, a receiver disputes authorization of this transfer, UNIFY suspects any fraudulent action, or any similar reason. You must maintain an account in good standing with UNIFY at all times during the term of this ACH Origination Authorization Agreement. You agree to maintain sufficient available funds to cover the transfer. You acknowledge that once the transaction is entered into the ACH system, reversal for any reason is not guaranteed.

You understand that UNIFY will not be held liable for any errors created by or as a result of your authorization to initiate the Service; any errors created by or as a result of your authorization to initiate the Service are your responsibility and liability.

Financial Information and Audit

UNIFY may from time to time request information from you in order to evaluate a continuation of the Service to be provided by UNIFY hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by UNIFY, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Service. If you refuse to provide the requested financial information, or if UNIFY concludes, in its sole discretion, that the risk is unacceptable, if you violate this Agreement or the NACHA Rules, or if you refuse to give UNIFY access to your records, UNIFY may terminate the Service and this Agreement according to the provisions hereof.

Amendments

UNIFY may amend this Agreement from time to time upon written notice to you. UNIFY may also terminate this Agreement if it deems such action necessary or appropriate under the circumstances.

By agreeing to these terms, you certify that: (1) you maintain ownership of and have full authority on any accounts you designate under this Agreement to initiate transactions at both UNIFY and the Financial Institution(s); and (2) all of the information you provide to UNIFY with ACH requests shall be true, correct and complete.

PLEASE PRINT AND KEEP A COPY FOR YOUR RECORDS