

iTHINK Financial Credit Union

## **ETRANSFERS USER AGREEMENT**

iTHINK Financial Credit Union, (hereinafter referred to as “*the Credit Union*” or “*we*”) and the Member(s) and/or Business Member(s) who click “*I Agree*” below (“*Member*” or “*you*”) hereby agree to the following:

### **1. Eligibility and Statement of Application**

Member hereby applies for eTransfers (also known as “*External Transfers*,” hereafter referred to as “*the Service*”). By accepting the Terms and Conditions and/or completing an eTransfer transaction, you authorize the Credit Union to access your account(s) to affect such fund transfers. In order to remain eligible for the Service, Member must adhere to the requirements of the Terms and Conditions. From time to time, the Credit Union may announce additional features and/or changes that become available through the Service. By default, your registration for the eTransfer service denotes your agreement, by providing your consent and demonstrating your ability to receive electronic documents.

### **2. Access**

Access to the Service will be by means of your Online Banking User Name and Password from the iTHINK Financial Credit Union website at [www.ithinkfi.org](http://www.ithinkfi.org). The Credit Union’s Electronic Fund Transfers (EFT) Disclosure, as stated in the Credit Union’s Membership and Business Account Disclosures, governs the use of Online Banking and is incorporated herein by this reference as if set forth in full. In the event any provision in the Electronic Fund Transfers (EFT) Disclosure conflicts with any provision in this Agreement, the parties agree that this Agreement shall control. By accessing the Service, the Member will be liable for their own use of the Service, and for access and use by any and all Joint Owners or other parties that the Member has authorized to access the Service.

### **3. Permission to Contact**

By providing the telephone number for a landline or wireless cellular mobile telephone, you consent to receive calls, including autodialed and prerecorded messages and text messages, from the Credit Union or its non-affiliated third-party providers, such as its fraud prevention monitoring vendor. By providing an email address, you also consent to receive emails from the Credit Union and its non-affiliated third-party providers regarding products and services.

### **4. About eTransfers**

The Service allows you to log into Online Banking and transfer funds from/to accounts in other financial institutions. The Credit Union will follow the National Automated Clearing House Association (NACHA) Rules and Regulations for funds availability.

To use this Service, you must adhere to the following:

- a. Have a Credit Union Membership and/or Business account in good standing (good standing to be determined by the Credit Union in its sole and absolute discretion).
- b. Have a qualifying Membership and/or Business account.
- c. Be registered to use Online Banking.
- d. Maintain a valid email address with the Credit Union.
- e. Register other financial institution’s accounts.
- f. Process transactions within the daily transaction limit of one or more transaction(s) per day, not to exceed an aggregate total of \$5,000.00 per day.

g. Process transactions within the monthly transaction limit of no more than twenty-five (25) transaction(s) per month, not to exceed an aggregate total of \$20,000.00 per month.

h. Comply with these Terms and Conditions and all other requirements of the Credit Union. You may not make funds transfers in excess of the daily transaction limits described in the Service, or exceed the number of funds transfers allowed by Federal Regulation D governing savings and money market accounts. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service. We may from time to time for security and risk management reasons modify the limits, the frequency and the dollar amount of transfers you can make using our Service. In the event that your use of the Service has been suspended and reinstated, you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in the Service to debit any of your accounts, or to collect with respect to any of your funds transfers as described above, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for the Credit Union to take in order to protect itself from loss. In the event of such suspension, you may request reinstatement of your service by contacting the Credit Union. We reserve the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, the Credit Union in its sole discretion may thereafter restore your ability to affect transfers subject to such higher limits as may then be in effect. You understand and agree that the Credit Union may from time to time impose additional fees and charges in connection with the eTransfer service. If you choose to proceed with the transaction, you authorize the Credit Union to debit your account in the amount indicated. For more information, please refer to a Membership and/or Business Fee Schedule. Failure to comply with these Terms and Conditions may result in you no longer being eligible to use the Service. Without further notice to you, the Credit Union reserves the right to suspend or revoke your eTransfer privileges for negative activities such as Non-Sufficient Funds (NSF). Reinstatement of your eTransfer Service will be solely at the Credit Union's discretion.

### **5. Liability for Unauthorized Transfers**

Notify us AT ONCE if you believe your User Name and or Password has been lost/stolen or used without your permission. Telephoning us is the best way of limiting your potential losses. You could lose all the money in your account(s) (including any Overdraft line-of-credit). If you tell us within two (2) Business Days after you learn of the loss or theft, you may be liable for up to \$50.00 if someone used your Password without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Password, and we determine we could have prevented unauthorized use, you could lose as much as Also, if your statement shows transfers that you did not make, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you or made available through Statements Online, you may not get back any money you lost after the sixty (60) days if we can determine that we could have prevented someone from taking the money if you had notified us in time. If a good reason (such as a long trip or hospital stay) prevented you from notifying us, we may extend the time periods. If you believe your User Name or Password has been lost or stolen, notify the Credit Union, and immediately change your Password through Online Banking by clicking on the settings icon.

### **6. Our Liability**

The Credit Union will use commercially reasonable efforts to post your transactions properly to the account indicated when you use the Service properly and comply with these Terms and Conditions. However, the Credit Union shall incur no liability if it is unable to complete a transaction instruction initiated by a Member and/or Business through the Service because of any one or more of the following circumstances:

- a. Member and/or Business Member error.
- b. Failure to comply with these Terms and Conditions.
- c. You have not provided complete or correct information.
- d. You have insufficient funds or other issues at your other Financial Institution that prevent or delay the Credit Union from processing your transaction.
- e. Circumstances beyond our control (e.g., fire, flood or interference from outside sources) prevent processing of the transaction despite reasonable precautions on our part.

You understand and agree that we must rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information, or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Credit Union reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. In the event that a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We may not notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement.

**WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.**

## **7. Indemnity**

You agree to indemnify, defend, and hold the Credit Union harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

In cases where you have insufficient funds or other issues at your other Financial Institution that prevent or delay the Credit Union from processing your transaction; you agree to hold the Credit Union harmless from and against any fees and/or penalties assessed by your other financial institution or a third party.

## **8. Disputes**

In the event of a dispute regarding the Service, you and the Credit Union agree to resolve the dispute by looking to this Agreement. Member agrees that any dispute that arises under this Agreement must be filed and litigated in Palm Beach County, Florida.

## **9. No Waiver**

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **10. Amendment and Termination**

The Credit Union may amend these Terms and Conditions at any time or terminate the Service to any Member or all Members at any time for any reason, with or without notice. Amendment of these Terms and Conditions or termination of the Service shall not affect the Member's liability or obligation hereunder. Continued use of the Service will constitute acceptance of any new or amended Terms and Conditions.

## **11. Governing Law**

This Agreement is entered into and will be performed in Florida and all questions relating to its validity, interpretation, performance, and enforcement; including, without limitation, provisions concerning limitations of action; shall be governed by and construed in accordance with the internal laws of the State of Florida, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Company agrees to submit to the personal jurisdiction of the courts of the State of Florida.

## **12. Attorneys' Fees**

The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

## **13. Errors and Questions**

Refer to the "*In Case of Errors or Questions About your Electronic Transfers*" section of the Credit Union's EFT Disclosure, as stated in the Credit Union's separate Membership and Business Account Disclosures, and contact the Credit Union at 800.873.5100, 561.982.4700, [serviceplus@ithinkfi.org](mailto:serviceplus@ithinkfi.org) or at iTHINK Financial Credit Union, P. O. Box 5090, Boca Raton, FL 33431-0890.

## **14. Entire Agreement**

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by an authorized representative of each party hereto.