

ACH TRANSFER END USER AGREEMENT



This ACH Transfer End User Agreement ("Agreement") is a valid legal agreement between Boeing Employees' Credit Union (BECU) and You, the individual or entity using BECU's funds transfer services to send or receive transfers to or from accounts you hold at other institutions (Services) provided through a third party service provider (Service Provider). This Agreement governs Your use of BECU Services requested by You through this enrollment and acceptance process. When you select "I Agree" to this Agreement, or maintain your prior enrollment, you demonstrate your authorization for BECU to execute transfers as you may request from time to time through the Service.

You must complete the enrollment and acceptance process before BECU will activate the Services. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE COMPLETING THE ACCEPTANCE PROCESS. By selecting the "I Accept" button during enrollment, or by maintaining your prior enrollment in, You agree to be bound by the terms and conditions of this Agreement ("Terms of Service"). If You do not agree to be bound by these Terms of Service, You should select the "I Disagree" button displayed during the enrollment process, or call us at 800.233.2328 to discontinue your prior enrollment. BECU reserves the right to reject this Agreement and cancel the Service for any reason whatsoever prior to or after Your acceptance.

BECU may amend or otherwise modify this Agreement at any time and from time to time for any reason whatsoever without notice to you. You will be bound by the amended Agreement upon maintaining your enrollment in, or Your continued use of, the Services after the revised Agreement is posted on our Website at <https://www.becu.org>. BECU may notify You of any modifications to this Agreement via the United States Postal Service and/or by way of electronic communication and/or posting the modified Agreement on our Website.

1. Description of Service

The Service enables You: (i) to initiate a Payment Instruction from an Eligible Transaction Account to an account you hold at another U.S. financial institution; and/or (ii) to receive a payment from an account you hold at another U.S. financial institution into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All Payment Instructions must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

2. Definitions

You, Yours, and Account Holder: Each person or entity, individually, and collectively, who completes a Membership Application form (or other account documentation) as a Primary Member or as a Joint Account Holder, any Joint Account Holder, or authorized user of an account, and each person who has completed any previous version of a BECU account signature card or enrollment form and has agreed to terms and conditions under the Agreement for the purpose of performing the Services.

Account Holder: Also includes persons defined as a "depositor" under Washington's Financial Institutions Individual Account Deposit Act (covers both share and deposit accounts).

We, Us, and Our: BECU

Account: Any and all accounts You have with BECU and any and all accounts You access through the Service, including but not limited to the accounts described above, and any other accounts that incorporate provisions of the Membership and Account Agreements and any accounts held at other financial institutions with which you have transacted, or have initiated a funds transfer service transaction.

3. Terms

The following outlines Yours and Our rights and responsibilities when You use these Services offered or accepted by BECU. Please read carefully because it tells You Your rights and obligations for the Services completed or attempted involving Your Accounts:

- a. You authorize Us to use, copy, modify, display, and distribute and share any information, data, materials, or other content that you provide during your use of the Service, to the Service Provider for the purpose of providing the Services, maintaining your enrollment in the Service, and/or for effecting current and/or future transaction by way of the Service;
- b. You authorize us to access the websites and databases of Your bank or credit union and other institutions where You hold Accounts, as designated by You, to retrieve information and effect the funds transfers that You request;
- c. You represent and warrant that You have the right to authorize and permit Us to access Your Accounts, and any other account to or from which you initiate a transfer, to effect the transfers or for any other purpose authorized by the Agreement now and as may be amended, and/or related in any way to the Service;
- d. You represent that by disclosing personal, contact, and account information, you are authorizing Us to use information and that You are not violating any third party rights;
- e. You warrant and represent that the information provided to Us is true, current, correct, and complete; When processing a funds transfer, we (and other financial institutions) will rely on the account number, email address, phone number, or other identifying number transmitted with the funds transfer even if the number identifies a person different from the named beneficiary. If you give us a payment order requesting a funds transfer which identifies any bank in the funds transfer by name and by routing number or other identifying number, a receiving bank in the funds transfer chain may rely on that number as the proper identifying number even if it identifies a bank different from the named bank.
- f. You authorize and permit Us to use information submitted by You to perform the Service, to configure the Service to be compatible with Your Accounts, and to share information to our service provider in order to maintain your enrollment in and/or to facilitate your continuous, current, or future use of the Service;
- g. You authorize Us to act for You and in Your name, place, and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, 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 funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as You might or could in person;
- h. When you use the Service, You are authorizing and instructing Us to send emails and text messages to the recipient on Your behalf. You agree that for each person You instruct Us to send emails and text messages, You have received permission from that person for Us to do so. You further agree that You are instructing and authorizing Us to send both an initial email or text message to the recipient and at Our own discretion for any reason whatsoever a follow-up or reminder message in response to the same transaction. The emails and texts We send may identify You by name and may state that We are sending them on Your behalf and according to Your instructions.
- i. You authorize Us to select any means to execute Your funds transfer instructions;
- j. You understand and agree that in the event that We at any time incur a problem with Your use of the Services, including without limitation a failure to debit any of Your Accounts or to collect with respect to any of Your funds transfers, and without limiting any other right or remedy that We may have, We reserve the right to suspend Your use of the Services, immediately and without prior notice to You;
- k. You agree to indemnify, defend and hold Us , our affiliates, partners, officers, directors, employees, consultants, and agents harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorney's fees) arising from Your use of the Services, Our reliance on the information, instruction, authorization provided by You, Your violation of the terms or their infringement, or infringement by any other user of Your Account, of any intellectual property or other right of any person or entity;



- i.** 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 as set forth above, We reserve the right, and You shall authorize Us, to debit any of Your other Accounts (including accounts upon which you are listed as Joint Account Holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, You authorize Us to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if We cannot collect the amount credited. You authorize Us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. If We are unable to recover from You, then the recovery process set forth above will apply.
- m.** You represent and warrant that you are at least 18 years of age, that you have read this Agreement and that You agree to be bound by the terms and conditions of the Agreement. You agree that We can and will rely on all representations, warranties, covenants, and agreements that you make herein.