

Dakota West Credit Union

Account-to-Account Money Transfer Terms & Conditions

This document shall serve as the end-user agreement (the Agreement) for account-to-account (A2A) funds transfer services offered by Dakota West Credit Union (DWCU, the Credit Union, We, Us). By clicking the ACCEPT button, you, the member and the end-user, agree to be bound by the terms and conditions of service as outlined in this document regarding the use of the Credit Union's A2A services. This document is a legal agreement between you, the end-user, and DWCU. These terms and conditions of service affect your rights and you should read them carefully.

This Agreement constitutes a contract between you, the end-user (You or Your), a member of DWCU, and the Credit Union or its designated third-party processor or service provider in connection with A2A services (the Service) offered by Us through Our online banking platform and Our mobile banking platform (collectively, the Sites). This Agreement applies to Your use of the Service and any portion of the Sites through which the Service is offered. By accepting these terms and conditions, You authorize DWCU to initiate credit and/or debit entries (the Entry or Entries) on your behalf from Your designated deposit account at DWCU to an account of Yours at another financial institution on your behalf via an Automated Clearing House (ACH) network. Such transactions shall abide by the terms and conditions outlined in this Agreement as well as the rules of the National Automated Clearing House Association (the "Rules"), and all other applicable laws, rules and regulations. Each debit or credit entry (Entry) shall be pre-authorized and evidenced by a request initiated electronically as described herein and will be received by another financial institution with which You have a deposit relationship (External Account) via transmission by Us through an ACH network.

1. TRANSMITTAL OF REQUESTS FOR ENTRIES

You shall transmit requests for transfers, either credit or debit entries, to Us through Our Sites. Before You are permitted to submit any requests for transfers, You will be required to agree to this Agreement and follow the requirements set forth within the Sites to verify that You are authorized to transact business on the relevant External Account.

2. SECURITY PROCEDURES

You and DWCU must comply with the security requirements described herein when transmitting entries. You acknowledge that the purposes of such security procedures are for authentication purposes and not to detect an error in the transmission or content of any Entry. No security procedure for the detection of any such error has been agreed upon between You and DWCU. Your verification that the entry You submit on the Site is Your agreement to take full and final responsibility for any and all errors related to or concerning the Entry.

You are strictly responsible for establishing and maintaining security procedures to safeguard against unauthorized access to Your account and transmission of Entry requests. You warrant

that no other individual will be allowed to initiate transfers on Your behalf and agree to take all reasonable steps to maintain the confidentiality of security procedures related to the service as well as all passwords, codes, and security devices. If You believe or suspect that any such information or instructions have been accessed by unauthorized persons, You agree to notify Us immediately. The occurrence of unauthorized access will not affect any transfers We transmitted in good faith prior to the receipt of such a notification, plus a reasonable time period thereafter.

3. COMPLIANCE WITH SECURITY PROCEDURES

If a request for an Entry, or a request for a cancellation or amendment of an Entry, received by DWCU purports to have been transmitted or authorized by You, it will be conclusively deemed effective and We will initiate the Entry on Your behalf and, except as limited by applicable law, You shall be obligated to pay DWCU the amount of such Entry even though the Entry (or request) was not authorized by You, provided We accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. DWCU shall conclusively be deemed to have complied with that part of such procedure if the password entered by You to access the Service matches the password associated with Your account.

If a request for an Entry, or a request for a cancellation or amendment of an Entry, received by DWCU was transmitted or authorized by You, You shall pay DWCU the amount of the Entry, whether or not DWCU complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if DWCU had complied with such procedure.

4. PROCESSING, TRANSMITTAL, AND SETTLEMENT

Except as otherwise provided herein, We shall:

- a. Process requests for Entries received from You that comply with this Agreement and the Rules.
- b. Create Entries on Your behalf.
- c. Transmit Entries as an Originating Depository Financial Institution (ODFI) to the applicable ACH network, acting as an ACH Operator.
- d. Settle Entries as provided in the Rules.

Any processing of Entries by Us shall be subject to Our and any third parties' processes and procedures as to cut-off times, business days, or interruptions in communications beyond our reasonable control.

5. REJECTION OF ENTRIES

We may reject any request for an Entry that does not comply with the requirements of the Rules or this Agreement, and may reject any Entry if You are not otherwise in compliance with the terms of this Agreement or the Rules. We shall notify You by electronic mail (e-mail) to the e-mail address associated with Your account, by telephone, and/or in writing, of such rejection

no later than the business day such Entry would otherwise have been transmitted to the ACH network or, the date the transmission would have been effective (Effective Entry Date). We will have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry, or the fact that such notice is not given at an earlier time than that provided for herein. We may impose restrictions or terminate Your ability to participate in the Service in the event of excessive returns or any other practice We deem to constitute a risk.

6. CANCELLATION OR AMENDMENT

You shall have no right to cancel or amend any request for an Entry after its receipt by the Credit Union. The Site will prompt you to verify the accuracy of each request prior to its transmission to Us; However, if such a request is pending, but has not been transmitted to the ACH network, We shall use reasonable efforts to act on a request by You for cancellation or amendment of any Entry prior to transmitting it to the ACH network. We shall have no liability if we fail to effect any amendment or cancellation prior to transmission to the ACH network. You shall reimburse Us for any and all expenses, losses, or damages We may incur in the efforts to effect Your request to cancel or amend an Entry.

7. NOTICE OF RETURNED ENTRIES

We shall notify You by e-mail to the e-mail address associated with Your account, by telephone, and/or in writing of the receipt of a returned Entry from an ACH network no later than within a reasonable time after We receive such a notice. Except for an Entry retransmitted by You in accordance with the requirements of this Agreement and the Rules, We shall have no obligation to retransmit a returned Entry to the ACH network if We complied with the terms of this Agreement with respect to the original Entry. You shall reimburse DWCU for any and all expenses, losses, or damages incurred relating to or resulting from any returned Entry.

8. PAYMENT BY YOU FOR ENTRIES

You shall ensure that the amount of each Entry submitted for transmission to an ACH network for debit transactions with another financial institution is available in the applicable account at the time of the Settlement Date.

9. THE ACCOUNT

You must, at all times, maintain a balance of available funds in Your account with DWCU sufficient to cover Your payment obligations under this Agreement. In the event there are not sufficient available funds in Your account to cover Your obligations under this Agreement, You agree that We may, without prior notice or demand, debit any account maintained by You with DWCU in order to obtain payment of Your obligations under this Agreement.

10. ACCOUNT RECONCILIATION

Entries transmitted by the Credit Union or credited to a Your account at DWCU as a recipient (Receiver's Account) will be reflected in Your periodic statement. You agree to notify Us promptly of any discrepancy between Your records and the information contained within any periodic statement. If You fail to notify Us of any discrepancy within thirty (30) calendar days of

mailing (or, in the case of e-delivery, the making available of the statement) of a periodic statement containing such information, You agree that We shall not be liable for any losses resulting from Your failure to give such notice or any loss of interest, or such an equivalent, with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such a discrepancy against Us, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement and Your deposit account agreement with DWCU, Your deposit account agreement shall control. If you are a consumer, as defined in Regulation E, you may have additional rights to dispute an unauthorized transaction under our Electronic Fund Transfers Agreement and Disclosure. You should refer to our Electronic Fund Transfers Agreement and Disclosure for reporting of unauthorized transactions.

11. YOUR REPRESENTATIONS AND AGREEMENTS

With respect to each and every request for an Entry initiated by You, You represent and warrant to Us and agree that:

- a. You are authorized to initiate such request for an Entry and hereby authorize Us to initiate each Entry requested by You for the crediting or debiting of the External Account on the transfer date shown on such a request for an Entry, in the amount provided.
- b. Such authorization is operative at all relevant times, including, without limitation:
 - i. At the time You establish the pre-authorization on the Site.
 - ii. At the time You request an Entry.
 - iii. At the time of transmittal or debiting by the Credit Union as provided herein.
- c. Requests for Entries transmitted to the Credit Union by You are limited to those types of credit entries set forth in Section 1 – Transmittal of Requests for Entries, including the requirement that you are authorized to transact business on the relevant External Account.
- d. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations.
- e. You will not originate Entries that violate the laws or regulations of the United States, including, but not limited to the sanctions laws administered by the Office of Foreign Assets Control (OFAC).
- f. You shall be bound by and comply with the Rules, as amended from time to time.
- g. You shall comply with and perform all of Your obligations described in any other applicable agreement between Us and You or between You and any third party.

You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to payment of the amount credited and You shall not be deemed to have paid the amount of the Entry. You shall indemnify the Credit Union and its employees, officers, and board members against any loss, liability, or expense (including attorneys fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. CREDIT UNION RESPONSIBILITIES; LIMITATIONS ON LIABILITY; INDEMNITY

In the performance of the Services outlined in this Agreement, DWCU shall be entitled to rely solely on the information, representations, and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its gross negligence or willful misconduct in the performance of those services. We shall not be responsible for Your acts or omissions, including, without limitation, the amount, accuracy, timeliness, or transmittal or authorization of any Entry received from You. We shall also not be liable for the actions or omissions of any third-party service provider, including, but not limited to, a Federal Reserve Bank, automated clearinghouse, or receiving financial institution. No such entity or person shall be deemed an agent of the Credit Union.

You agree to indemnify DWCU and its employees, officers, and board members against any loss, liability, or expense (including attorneys' fees and expenses) resulting from, or arising out of, any claim or any act or omission on Your part or any other person described in Section 12.

- a. In the event of Our liability, We shall be liable only for Your actual damages. In no event shall the Credit Union be liable for any consequential, special, incidental, punitive, or indirect loss or damage which You may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by Us and regardless of the legal or equitable theory of liability which You may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Our acts or omissions pursuant to this Agreement.
- b. Without limiting the generality of the foregoing provisions, DWCU shall be excused from failing to act or delay in acting if such a failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, or any other circumstance beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Credit Union having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines, or in the Credit Union's reasonable judgement otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve, or any rule or regulation of any other U.S. governmental regulatory authority.
- c. Subject to the foregoing limitations, Our liability for loss of interest resulting from Our error or delay shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Minneapolis for the period involved. At Our option, payment of such interest may be made by crediting Your account.

13. INCONSISTENCY OF NAME AND ACCOUNT NUMBER

You acknowledge and agree that, if an Entry describes the recipient inconsistently by name and account number, payment of the Entry transmitted by Us to the RDFI may be made by the RDFI

on the basis of the account number supplied by You, even if it identifies a person different from the named recipient, and that Your obligation to pay the amount of the Entry to DWCU is not excused in such circumstances.

14. NOTIFICATIONS OF CHANGE

The Credit Union shall notify You of all notifications of change received by Us relating to requests for Entries transmitted by You by e-mail to the e-mail address associated with Your account, by telephone, and/or in writing within a reasonable time after the Credit Union receives such notice.

15. AMENDMENTS

Except as otherwise required by law, rule, or regulation, We may, from time to time, amend any of the terms and conditions contained within this Agreement. Such amendments shall become effective upon receipt of notice by You or such a later date as may be stated in the notice. Such notice may include posting of the notice on the Site. Your continued use of the services covered by this Agreement after the effective date of such amendment shall constitute Your acceptance of and agreement to such amendment(s).

16. NOTICES, INSTRUCTIONS, ETC.

- a. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
- b. We shall be entitled to rely on written notice or other written communication, including, without limitation, electronic information entered on the Site, believed to be genuine and provided in good faith by You, and any such communication shall be conclusively deemed to have been authorized and executed by You.

17. EVIDENCE OF AUTHORIZATION

You agree that Your authorization provided on the Site is conclusive evidence that, with regard to each request for an Entry, You authorize and are empowered to authorize Us to submit Entries on Your behalf, and that You are and continue to be authorized to transact business on each External Account for which You have established a pre-authorization. In addition, You shall obtain all appropriate permissions, consents, and authorizations required under the Rules and shall retain such permissions, consents, and authorizations for two (2) years after they expire.

18. COOPERATION IN LOSS RECOVERY EFFORTS

In the event of any loss or damages for which You or the Credit Union may be liable to each other or a third party, pursuant to the services provided under this Agreement, You and DWCU will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

19. TEXT AND E-MAIL ALERTS

You may request automated alert messages to be sent to You via text or e-mail. We offer alert messages to notify You of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which You receive alert messages depends on the number and types of alerts You request and on whether You enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile telephone number or e-mail address You have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery, nor the accuracy of the contents, of any alert. We may not be held liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by You or any third party in reliance on an alert or the contents of an alert. General Provisions for Text Alerts: By requesting to receive text message alerts, You authorize DWCU to send text messages to the phone number You specify. Text alerts are supported by most mobile carriers. Neither DWCU nor Your mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's messaging and data rates may apply. Message frequency varies based on user activity. If you have questions about alerts, contact DWCU.

20. TERMINATION

You may terminate this Agreement at any time upon giving written notice of the termination to Credit Union. A termination of this Agreement shall be effective on the second business day following the day We receive written notice of such termination, or such a later date as specified in the provided notice, provided that we have a reasonable opportunity to act upon such notice. We reserve the right to terminate this Agreement immediately upon providing written notice of such termination to You. We may terminate or suspend this Agreement for your breach of the Rules or the terms of this Agreement, consistent with the Rules and other applicable laws and regulations. Any termination of this Agreement shall not affect any of the Credit Union's rights, Your obligations with respect to Entries initiated by You prior to such termination, Your payment obligations with respect to services performed by the Credit Union prior to termination, or any other obligations that survive termination of this Agreement. If you initiate any Entries after the termination of this Agreement, as to those Entries, if processed by Us, you will continue to be bound by this Agreement notwithstanding the termination.

21. ENTIRE AGREEMENT

This Agreement governs Your Use of the Services defined herein. Your access to and use of Credit Union's online and/or mobile banking services shall be governed by the applicable deposit account agreement and other applicable agreements between You and DWCU. In the event of conflict between this Agreement and any other agreement with DWCU, this Agreement shall prevail, unless otherwise provided herein. If you are a consumer, as defined in Regulation E, you may have additional rights to dispute an unauthorized transaction under our Electronic Fund Transfers Agreement and Disclosure. In the event performance of the Services provided herein, in accordance with the terms and conditions of this Agreement, would result in a violation of any present or future statute, regulation, law, or government policy to which the Credit Union is subject to, and which governs or affects the transactions outlined by this

Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, law, or government policy, and the Credit Union shall incur no liability to You as a result of such violation or amendment. No course of dealing between You and the Credit Union will constitute a modification of this Agreement.

22. AUDIT

We reserve the right to audit You or third-party senders for compliance with this Agreement, the Rules, and applicable laws and regulations.

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard to conflicts of law principles.

By proceeding to utilize the Services governed by this Agreement and submitting electronically any Entries, You agree that You have read the foregoing Agreement, understand its contents, agree to its terms, and agree that your signing this Agreement may be done electronically by submitting an Entry.