



23 Commerce Circle  
Bristol, PA 19007  
[www.accessmycu.org](http://www.accessmycu.org)  
(215) 788-0411

## ACH ORIGATION DISCLOSURES

The following additional rules shall apply to funds transfer services provided by ACCESS Credit Union. As used herein, the words “I,” “us,” “we,” “our” and “Credit Union” shall apply to and mean “ACCESS Credit Union.” The words “you” and “your” shall apply to and mean the member and all owners listed on the account that have requested or utilized funds transfer services stated herein.

By requesting, sending or receiving a funds transfer, you warrant that all owners of the account have authorization to perform funds transfer transactions and agree to comply with all security procedures established by us. You also agree to be bound by the terms and conditions found within your application for membership and to the bylaws, rules and regulations of ACCESS Credit Union in effect from time to time.

Notice. You will not be provided with separate notification each time we receive a transfer into your account. We will provide you with notification of incoming funds transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses (“ACH”), the operating rules of the National Automated Clearing House Association (“NACHA”) will be applicable to funds transfers involving your accounts.

Provisional Credit. Credit we give you with respect to a funds transfer is provisional until we receive final settlement for transfer. If we do not receive final settlement, you agree to refund the amount credited to you in connection with the funds transfer. Moreover, you are hereby notified that the party making payment to you shall not be deemed to have paid you the amount of the funds transfer.

Use of Account Numbers. If you give us a payment order that identifies a beneficiary by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver’s license number), we may pay the beneficiary on the basis of any number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation. If your funds transfer order identifies the beneficiary’s financial institution by name and “routing and transit” or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

Cancellation or Amendment of Transactions. You may cancel or amend a funds transfer transaction only if the cancellation or amendment is received by us in a time and manner that provides us with a reasonable opportunity to act.

Compensation. Our sole obligation to you with respect to any funds transfer transaction is to exercise ordinary care in processing it. We are not responsible for losses or delays which occur as a result of any other party’s involvement in the transaction. If you are entitled to compensation for delay or improper completion of a funds transfer, our liability will be limited to the payment of interest at the rate paid on the account for a period of time not exceeding the lesser of sixty (60) days or the period between the date of the error and the date of the correction.

Security Procedures. We may review the funds transfer and perform a call back to you for verification. We may, but are not obligated to, record electronically any telephone calls or other communications between us and you or persons acting on your behalf, and may keep these recordings for as long as we want. You agree to obtain the consent of your authorized agents to such recording. You agree that these recordings, and any other messages (including telecopier or facsimile messages) received by us, will be treated as writings authorized and signed by you.



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You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered us after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to us. You are responsible for maintaining the confidentiality of the security procedures and all passwords. You agree to notify us immediately in the event you suspect that any security procedure or password has been or may be compromised or rendered ineffective. You agree that we may change the security procedures from time to time.

**Impossibility of Performance.** We will not be liable for failure to comply with the terms of a funds transfer agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, acts or omissions of third parties or other circumstances beyond our control. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the Credit Union hereunder.

**Indemnification.** You hereby indemnify us, our agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this Agreement, except where applicable law precludes your indemnification.

**Limitation of Liability.** In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation. If you make a funds transfer to a foreign country, we assume no liability as to the length of time necessary to complete such transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.

**Amendments.** From time to time, we may amend any of the terms and conditions contained in this Agreement, or any Schedule or notice provided for herein. Amendments to the security procedures shall become effective immediately or such later date as may be stated in any notice we provide. All other amendments shall become effective ten (10) days after notice is posted by us or such later date as may be stated in the notice.