

**Electrical Federal Credit Union**  
**CUE-Branch and Mobile App Banking**  
**ACH Origination Authorization Agreement**  
**(For Loan Payments Only)**  
**Effective Date: 03/18/2019**



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 Electrical Federal Credit Union in reference to performing electronic funds transfer services. In this ACH Origination Authorization Agreement, the words “you” and “your” mean the account owner who acknowledges and accepts the ACH Origination Authorization Agreement; and the words “we,” “us” and “our” mean Electrical Federal Credit Union.

You acknowledge that it is your responsibility to ensure the origination of ACH credits to your EFCU loan account(s) 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 EFCU which you have previously received and agreed to; including EFCU'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 EFCU'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 EFCU initiates each Entry.

**Authorization**

You hereby authorize Electrical FCU to initiate debit entries from requested account(s) at the depository financial institution(s) named in your request(s), hereafter called Financial Institution, and credit the same to your EFCU loan account(s) (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/ACH Returned fee as set forth in EFCU's Fee Schedule. Transactions paid from your other Financial Institution, in which you no longer have funds available for the off-setting transaction to your EFCU loan account may also be charged the Returned NSF ACH fee or ACH Returned fee.

You have the right to cancel or modify external transfers by (1) notifying EFCU in writing at least ten (10) business days prior to the time your account is charged; or (2) by logging in to your account through [cue-branch.com/electricalfcu](http://cue-branch.com/electricalfcu) or EFCU's Mobile Banking to modify or cancel any external transfer you have scheduled yourself through [cue-branch.com/electricalfcu](http://cue-branch.com/electricalfcu) or EFCU's Mobile Banking. You further understand that it is your responsibility to terminate authorized external transfers in writing with EFCU if the receiving loan account with EFCU has been closed or paid in full, providing at least six (10) 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 EFCU has received notice of termination in such time and manner as to afford Electrical FCU and other Financial Institution(s) a reasonable opportunity to act upon your termination. EFCU 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**

ACH Transfers may be established for the purpose of transferring funds from another U.S. financial institution to pay a loan with Electrical FCU. Transfers you establish for recurring loan payments may change in accordance with changes to the loan payment amount. External transfers may be established with monthly, weekly and bi-weekly frequencies through [Cue-branch.com/electricalfcu](http://Cue-branch.com/electricalfcu) or EFCU's Mobile Banking or through the completion of the Recurring External Transfer form. One-time external transfers may be established through telephone and charged a fee set forth in EFCU's fee schedule. Transfers may not be established to transfer from an Individual Retirement Account (IRA), transfer from a term share certificate accounts, or to move money 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. 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(s) 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. 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 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 credited to your EFCU loan account(s) 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 next business day. External transfers scheduled through Cue-branch.com/electricalfcu or EFCU's Mobile Banking will be credited to your EFCU loan account(s) on the date requested, unless the date you selected falls on a weekend or holiday, in which case the external transfer(s) will be processed on the next business day. 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 process the debit entry. Transfers to an account typically will be available in the receiving account within 2-3 business days. Recurring External Transfer form requests should be provided in such a time and in such a manner as to allow us ten (10) business days prior to date of first external transfer for the purpose of sending pre-notifications to the receiver account for account verification. For external transfers from Financial Institutions already verified and accepted through Cue-branch.com/electricalfcu or EFCU's Mobile Banking, requests received before 4:00pm (MDT) may be scheduled for next business day transfer. Requests received through Cue-branch.com/electricalfcu or EFCU's Mobile Banking after 4:00pm (MDT) may be scheduled within 2-3 business days.

### **External Transfer Limitations**

Electrical Federal CU reserves the right to set limitations to the amounts or frequencies of external transfers requested through the Recurring External Transfer form or through Cue-branch.com/electricalfcu or EFCU's Mobile Banking. 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/Returned ACH fee may be charged to the account on which the transfer is established, as disclosed in our Fee Schedule. 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. EFCU 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 canceled or returned due to insufficient funds, authorization is revoked, stop payment is issued, the account is frozen, a receiver disputes authorization of this transfer, EFCU suspects any fraudulent action, or any similar reason. You must maintain an account in good standing with EFCU 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 Electrical Federal CU 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**

EFCU may from time to time request information from you in order to evaluate a continuation of the Service to be provided by EFCU hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by EFCU, in the form required by us. You authorize us to investigate or re-investigate 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 EFCU 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 EFCU access to your records, EFCU may terminate the Service and this Agreement according to the provisions hereof.

### **Amendments**

EFCU may amend this Agreement from time to time upon written/electronic notice to you. EFCU 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 EFCU and the Financial Institution(s); and (2) all of the information you provide to EFCU with ACH requests shall be true, correct and complete.

**PLEASE PRINT AND KEEP A COPY FOR YOUR RECORDS**

**Electrical Federal Credit Union, doing business as Electrical FCU and EFCU**

**03/18/2019**