



**Bayer Heritage Federal Credit Union
User Agreement for Account to Account (A2A) Transfer Service**

IMPORTANT: TO ENROLL IN THE A2A TRANSFER SERVICE YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE SERVICE ELECTRONICALLY. YOU MUST HAVE THE ABILITY TO RECEIVE AND RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT FOR A2A TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR BAYER HERITAGE FEDERAL CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR BAYER HERITAGE FEDERAL CREDIT UNION ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY USING THIS SERVICE, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BAYER HERITAGE FEDERAL CREDIT UNION RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE A2A TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Scope of Agreement

This Agreement covers all funds transfers using the A2A Transfer service initiated by me from time to time through the Bayer Heritage Federal Credit Union online banking service.

Definitions

- a) "ACH (Automated Clearing House) Network" means the funds transfer system, governed by the NACHA (National Automated Clearing House Association) Rules that provide funds transfer services to participating financial institutions.
- b) "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines
- c) "Business Day" means any day that is not a Saturday, Sunday, or Federal Holiday.
- d) "FI" (Financial Institution) or "bank" or "credit union" refers to Bayer Heritage Federal Credit Union, including its service providers.
- e) "Eligible FI Account" means my Bayer Heritage Federal Credit Union deposit account that is eligible to be used with the A2A service and is enrolled in the service.
- f) "I", "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement.
- g) "Verified Account" means an account that I own at another financial institution, located in the United States that is enrolled in the A2A service.
- h) "You" and "your" refer to Bayer Heritage Federal Credit Union.
- i) EPN – Electronic Payment Network- An electronic clearing house (ACH) that serves as the sole ACH for the private sector in the United States.

Description of Service

The A2A service enables me to request a transfer of funds: (1) from my Eligible Bayer Heritage Federal Credit Union Account to a Verified Account (one I hold at another financial institution); or (2) from a Verified Account to my Eligible Bayer Heritage Federal Credit Union Account. Bayer Heritage Federal Union uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through Bayer Heritage Federal Credit Union and are subject to the terms of my Member Agreement, this Agreement, any other agreements and applicable laws and regulations.

Authorization to Transfer Funds Using A2A Service

I hereby represent and warrant to Bayer Heritage Federal Credit Union, its directors, officers, employees and agents, that I own each Eligible Bayer Heritage Federal Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize Bayer Heritage Federal Credit Union to execute and charge my Eligible Bayer Heritage Federal Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to my Eligible Bayer Heritage Federal Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers (i.e., standard transfers) when my A2A transfer requests are made in accordance with the procedures established by Bayer Heritage Federal Credit Union. I understand and acknowledge that Bayer Heritage Federal Credit Union has no obligation to execute any request for a transfer using A2A that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed you either through a secure message or by telephone at (800)272-6003 ext 1477 (during normal credit union business hours) that I have revoked my authorization and you have a reasonable opportunity to act on it.

Information Relied Upon by Bayer Heritage Federal Credit Union

I acknowledge and agree that Bayer Heritage Federal Credit Union is relying upon the information I provide in originating an A2A transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to you that I am the owner of each Verified Account and describe it to you by name and account number (or any other number), I understand and agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that Bayer Heritage Federal Credit Union has no responsibility to investigate discrepancies between names and account numbers.

Limited Power of Attorney

In connection with any request to transfer funds using the A2A service, I hereby give to Bayer Heritage Federal Credit Union a limited power of attorney and appoint Bayer Heritage Federal Credit Union as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to originate deposits into or withdrawals from my Verified Accounts, 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 such funds transfers, verifying the content and authenticity of

any A2A transfer instruction, complying with all applicable security procedures applicable to such transfers, as fully to all intents and purposes as I might or could in person. Once Bayer Heritage Federal Credit Union has actual knowledge that I wish to cease using the A2A service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney shall be deemed revoked; provided, however, that any act done by Bayer Heritage Federal Credit Union in good faith before you have actual knowledge of termination by me and a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me. I understand and agree that at all times, my relationship with the Financial Institution that maintains each Verified Account is independent of Bayer Heritage Federal Credit Union and my use of the A2A service. I shall not hold Bayer Heritage Federal Credit Union responsible for any acts or omissions by the financial institution maintaining a Verified Account with respect to it, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN BAYER HERITAGE FEDERAL CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE A2A SERVICE, BAYER HERITAGE FEDERAL CREDIT UNION IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS BAYER HERITAGE FEDERAL CREDIT UNION AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

Security Procedures

I agree that Bayer Heritage Federal Credit Union will initiate a funds transfer request for me only after I access my Eligible Bayer Heritage Federal Credit Union Account(s) through its online banking service using the Account Number and personal identification number ("PIN"). Bayer Heritage Federal Credit Union shall not be liable for any delay in processing my A2A transfer request if I fail to comply with this security procedure (or any other that may be established by Bayer Heritage Federal Credit Union from time to time). I acknowledge and agree that Bayer Heritage Federal Credit Union has an established commercially-reasonable security procedure for the A2A service. I understand that the security procedure is designed to authenticate my identity before accepting a request for an A2A transfer and not to detect errors in the content of my instruction.

Verification of Accounts at Other Financial Institution

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the A2A service. I hereby authorize you to require verification of each Third Party Account. I agree to verify each Third Party Account by confirming two micro deposits (credits) to my Third Party Account. When the account is ready to be verified, the status next to the Institution Name will change to verify. I will then verify the amount of each credit made into the Third Party Account. Upon proper verification, the account is ready to setup A2A transfers.

A2A Transfers

Funds are generally withdrawn from my account within 2 Business Days. Funds are generally credited to my account within 2 Business Days. The Business Day on which a request for a transfer is made begins at 10:00 p.m. Eastern Time ("ET") the previous day and ends at 9:59 p.m. ET of the same Business Day. The *Transfer Date* is the date the withdrawal will post to the "from" financial institution. The deposit will follow two more business days after the withdrawal has been processed. The withdrawal and deposit will not post on the same business day. The *Transfer Date* you select must be at least two business days from today's date.

Limits on A2A Transfers

Bayer Heritage Federal Credit Union reserves the right to change Minimum, Maximum, Daily and Monthly Limits at any time. I understand that I may request higher or lower daily and monthly limits. Bayer Heritage Federal will attempt to accommodate my request but reserves the right to dishonor the request. The following limits on transfer amounts are calculated against all outstanding transfers, which are transfers that have been requested but not yet paid.

Transfer Amounts

Minimum \$1.00

Maximum (one way) \$2,500

Daily Limit \$2,500

Monthly Limit None

Service Fees and Charges

I understand and agree that I am responsible for paying all fees associated with my use of the A2A Service. I authorize Bayer Heritage Federal Credit Union to charge my Bayer Heritage Federal Credit Union Account (or any other of my accounts at Bayer Heritage Federal Credit Union) for any service fees and charges applicable to transfers requested through the A2A service in accordance with Bayer Heritage Federal Credit Union's fee schedule in effect at the time I make an A2A transfer request. Bayer Heritage Federal Credit Union reserves the right to change the fees charged for the use of the A2A service. A copy of the fee schedule can be found on our website.

Execution of a Request for an A2A Transfer

Any request for an A2A transaction will be executed on the appropriate Business Day. The Business Day on which a request for an A2A transfer is made begins at 10:00 p.m. ET the previous day and ends at 9:59 p.m. ET of the same Business Day. If my request for an A2A transfer is received by Bayer Heritage Federal Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, you will not process my request until the next Business Day.

Actions Taken Upon an Unsuccessful A2A Transfer

If a requested funds transfer could not be completed, I understand that Bayer Heritage Federal Credit Union, upon learning that the A2A transfer has failed, may make reasonable effort to complete the transfer again (at the sole discretion of the credit union). If the second attempt is successful, the additional processing could delay the completion of the funds transfer by two or more Business Days. If the funds transfer fails a second time or if Bayer Heritage Federal chooses not to make an effort to complete the transfer a second time, you will notify me by one of the methods noted below:

- A letter sent by US mail to the last known address on my Bayer Heritage Federal account.
- Secure message through the Bayer Heritage Federal Internet Banking program.
- Through an internet email sent to the email address I have indicated on Internet Banking.

I understand you will choose the method of notification and the purpose of your notification is so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

Rejection of an A2A Transfer Request

I understand you reserve the right to reject my funds transfer request. You may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly

transfer limit (as more fully described above), if I have insufficient available funds in my eligible Bayer Heritage Federal Credit Union Account for the amount of the A2A transfer, plus any applicable fee, if my request is incomplete or unclear, if my Bayer Heritage Federal Credit Union loans are more than 10 days past due, if you identify a security risk related to a requested transfer or if you are unable to fulfill my request for any other reason. I understand and agree that if you reject a request for an A2A transfer for one or more of the reasons set forth above, I will be informed of the rejection by one of the methods noted above under **Actions Taken Upon an Unsuccessful A2A Transfer** within a reasonable amount of time.

Cancellations, Amendments or Recalls of an A2A Transfer Request

I may cancel or amend a funds transfer request only if you receive my request prior to your execution of the funds transfer request and at a time that provides you with a reasonable opportunity to act upon that request. If my funds transfer request has been executed by Bayer Heritage Federal Credit Union, I understand and agree that the request to recall or amend the funds transfer will be effective only with the voluntary consent of the financial institution holding the Verified Account or a beneficiary bank. If I decide to recall or amend my funds transfer and my request has already been executed by you, you will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return my funds using the same method of communication as the funds transfer (NACHA). If the beneficiary bank confirms that the funds are returnable and agrees to do so, then once the funds are returned to you by the beneficiary bank, you will return the funds to me. The amount that is returned to me may be less than I originally transferred because of service charges of the beneficiary bank and/or Bayer Heritage Federal Credit Union. Bayer Heritage Federal Credit Union shall not be liable to me for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

Transfers Subject to the Rules of the Third Party Accounts

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

Delays, Non-Execution of Funds Transfer Request

I agree that Bayer Heritage Federal Credit Union shall not be responsible for any delay, failure to execute, or wrongful execution of my funds transfer request due to circumstances beyond Bayer Heritage Federal Credit Union's reasonable control; including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the bank or execution of such request by the bank, whether caused by internet service failures, power failures, equipment malfunctions, strikes, or acts or omissions of any intermediary bank or beneficiary bank. BAYER HERITAGE FEDERAL CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Unauthorized A2A Transfers

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized A2A transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at (800)-272-6003 ext 1477 during normal business hours. Normal business hours are Monday through Friday, 7:30 a.m. to 5:30 p.m. and Saturday 8:30 a.m. to 12:00 p.m. Eastern Time, excluding federal holidays. Or, if I am unable to telephone you,

- in writing to: Bayer Heritage Federal Credit Union, 17612 Energy Rd., Proctor, WV 26055
- with a secure message through the Internet Banking program

I understand that Bayer Heritage Federal Credit Union cannot act until normal business hours regardless of the method I have used to communicate unauthorized activity. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

Significance of E-Mail Notices about A2A Service

I agree that all email notices sent to me regarding status of my A2A transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an A2A transfer. I acknowledge and agree that these notices will be sent to the email address I provide during my enrollment in the A2A service, even if I have informed you separately in the past (or choose to do so in the future) to not send me marketing messages at that same email address.

Means of Transfer

I understand that Bayer Heritage Federal Credit Union uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. You may choose any reasonable means that you consider suitable to complete a transfer that I request using the A2A service. I authorize you to choose the means you deem suitable to cause each of my A2A transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, EPN, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

Currency of Funds Transfer

The A2A service is available for funds transfers to Verified Accounts in the United States only, and is made in U.S. dollars only.

No Unlawful or Prohibited Use

As a condition of using the A2A service, I warrant to Bayer Heritage Federal Credit Union that I will not use the A2A service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the A2A service in any manner that could damage, disable, overburden, or impair the A2A service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the A2A service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

Bayer Heritage Federal Credit Union may modify or discontinue the A2A service, with or without notice, without liability to me at any time. You reserve the right, subject to applicable law and regulation, to terminate my right to use the A2A service at any time and for any reason, including, without limitation, if Bayer Heritage Federal Credit Union, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide you with false or misleading information or interfere with other users or in the administration of the A2A service.

Proprietary Rights

I acknowledge and agree that Bayer Heritage Federal Credit Union and its agents own all rights in and to the A2A service. I am permitted to use the A2A service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the A2A service or any of your other services or technology.

Indemnity

In consideration of the Agreement by Bayer Heritage Federal Credit Union to act upon my request to make an A2A transfer in the manner provided in this Agreement, I agree to indemnify and hold Bayer Heritage Federal Credit Union, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon A2A transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Bayer Heritage Federal Credit Union against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty

I agree that within thirty (30) days after my A2A transfer request has been executed, I will tell you of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of Bayer Heritage Federal Credit Union's error, Bayer Heritage Federal Credit Union's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by Bayer Heritage Federal Credit Union shall be at Bayer Heritage Federal Credit Union's published savings account rate in effect within the state of the financial center of the account from which the funds transfer was made. In any event, if I fail to notify you of any claim concerning my funds transfer request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law. I AGREE THAT BAYER HERITAGE FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING YOU AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY A2A TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL BAYER HERITAGE FEDERAL CREDIT UNION BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY A2A TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, BAYER HERITAGE FEDERAL CREDIT UNION, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. BAYER HERITAGE FEDERAL CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE A2A SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE A2A

SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY BAYER HERITAGE FEDERAL CREDIT UNION FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE A2A SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Amendments

I agree that you reserve the right to change the terms and conditions of this Agreement as required by law or Credit Union policy. Unless otherwise required by law, you may amend this Agreement without prior notice to me. If you choose to notify me of an amendment or are required to do so by law, you may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address you have on file for me.

Governing Law

This Agreement shall be governed by the laws of West Virginia and federal law, as applicable.

Electronic Consent and Acceptance of Terms and Conditions

In order to enroll to use the A2A service, I consent to receive and accept the terms and conditions of the User Agreement for the Account to Account Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, Bayer Heritage Federal Credit Union will notify me by email, at the public email address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such email where I may view the new or different terms and conditions on a web site. I understand and agree that you reserve the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each A2A transfer is requested and in summary form as part of the periodic statement for my Eligible Bayer Heritage Federal Credit Union Account to or from which the A2A transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting you through a secure message or by telephone at (800)272-6003 ext 1477 (during normal business hours as previously defined); however, by doing so I understand that I will terminate my right to use the A2A service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the A2A service.

Required Equipment

In order to use the A2A service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling 800-272-6003 ext. 1477.

Consent and Agreement

By using this service, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the A2A service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and agree to be bound by the terms and conditions contained therein. Bayer Heritage Federal Credit Union reserves the right to provide information and notices about the A2A service to me by non-electronic means.