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 SUFFOLK CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR SUFFOLK CREDIT UNION ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON ON THE USER AGREEMENT FOR TRANSFERRING FUNDS, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. SUFFOLK 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 a Suffolk Credit Union online banking service.

Definitions

(a) Account to Account ("A2A") transfer service permits me to transfer funds from my Suffolk Credit Union account into another account I own at another financial institution.

(b)"ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

(c)"ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.

(d)"Business Day" means any day that is not a Saturday, Sunday or bank holiday.

(e)"Reserved"

(f)"Eligible Suffolk Credit Union Account" means my Suffolk Credit Union deposit account that is eligible to be used with the A2A service and is enrolled in the service.

(g)"I", "me" and "my" refer to the member who agrees to the terms and conditions of this Agreement.

(h)"NACHA" means the National Automated Clearinghouse Association.

(i)"Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the A2A service.

(j)"You" and "your" refer to Suffolk Credit Union.

Description Of Service

The A2A service enables me to request a transfer of funds: (1) from my Eligible Suffolk Credit Union Account to a Verified Account at another financial institution; or (2) from a Verified Account to my Eligible Suffolk Credit Union Account. Suffolk Credit 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 Suffolk Credit Union and are subject to the terms of my Membership and Account Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

Authorization to Transfer Funds Using A2A Service

I hereby represent and warrant to Suffolk Credit Union its directors, officers, employees and agents that I own each Eligible Suffolk Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize Suffolk Credit Union to execute and charge my Eligible Suffolk Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to my Eligible Suffolk 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., Next Day or Standard transfers) when my A2A transfer requests are made in accordance with the procedures established by Suffolk Credit Union. I understand and acknowledge that Suffolk 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 by telephone at (631)924-8000 (or, outside area code, (866) 774-2384) that I have revoked my authorization and you have a reasonable opportunity to act on it.

Information Relied Upon by Suffolk Credit Union for A2A transfers

I acknowledge and agree that Suffolk 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 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 Suffolk 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 Suffolk Credit Union a limited power of attorney and appoint Suffolk 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 Suffolk 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 Suffolk 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 Suffolk Credit Union and my use of the A2A service. I shall not hold Suffolk 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 SUFFOLK CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE A2A SERVICE, SUFFOLK CREDIT UNION IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS SUFFOLK CREDIT UNION AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

Security Procedures

I agree that Suffolk Credit Union will initiate a funds transfer request for me only after I access my Eligible Suffolk Credit Union Account(s) through its online banking service using the customer identification number and personal identification number ("PIN"). Suffolk 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 Suffolk Credit Union from time to time). I acknowledge and agree that Suffolk Credit Union has established commercially-reasonable security procedures 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 verify a Third Party Account by one of two means:

1. Confirmation of Trial Transactions. I authorize you to verify my Third Party Account through the use of a trial transfer, in which one or more low value payments will be credited to the account. Sometimes, a low value payment will be both credited to and debited from the account. The trial credit will always occur before the trial debit and will always be of the same or lesser amount. In either case, you will then ask me to verify the amount of the each deposit made into such account.

2. Online Verification. If my Third Party Account is accessible online, I authorize you to validate the account by providing you with my online access credentials so you can confirm my ownership of such account online. I understand and agree that: (a) I am under no obligation to provide you with my access credentials for my Third Party Account, (b) you will use this information to verify my ownership of the Third Party Account only; and (c) will not retain the information about my access credentials, except during the period necessary to complete the verification process, after which it will be destroyed. Once the verification process is successful, each Third Party Account will become an active Account.

A2A Transfers
Funds are credited to my account within 3-5 Business Days. The Business Day on which a request for a transfer is made begins at 9:00 p.m. Eastern Time ("ET") and ends at 9:00 p.m. ET of the following Business Day. (Example: If Monday and Tuesday are both Business Days, I can make a "Monday" request up until 9:00 p.m. ET.) Deposits transferred into your SFCU checking account by an External Financial Institution will be placed on a 3 business day hold.

Limits on A2A Transfers
Limits apply. Refer to your online account information.

Prohibited Payments
The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:
- Payments to or from persons or entities located in prohibited territories
- Payments that violate any law
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research, resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

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 Suffolk Credit Union to charge my Eligible Suffolk Credit Union Account (or any other of my accounts at Suffolk Credit Union) for any service fees and charges applicable to transfers requested through the A2A service in accordance with Suffolk Credit Union's fee schedule in effect at the time I make an A2A transfer request. Suffolk Credit Union reserves the right to change the fees charged for the use of the A2A service. A link to the Fee Schedule for the A2A service is provided at the end of the Agreement.

Execution of a Request for an A2A Transfer
If my request for an A2A transfer is received by Suffolk Federal 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.

Rejection of an A2A Transfer Request
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 (if applicable), if I have insufficient available funds in my Eligible Suffolk Credit Union Account for the amount of the A2A transfer, plus any applicable fee, if my request is incomplete or unclear, 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 during my online session or by e-mail as soon thereafter as you have determined to reject the request.

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 Suffolk 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. 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. If the beneficiary bank confirms that the funds are returnable and agrees to do so, 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 Suffolk Credit Union. Suffolk 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 Suffolk Credit Union shall not be responsible for any delay, failure to execute, or misexecution of my funds transfer request due to circumstances beyond Suffolk 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 Suffolk Credit Union or execution of such request by Suffolk Credit Union, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. SUFFOLK 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 (631)924-8000 (or, outside area code, (866) 774-2384) or, if I am unable to telephone you, in writing to: Suffolk Credit Union, P.O. Box 9005, Medford, N.Y., 11763-9005. 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 e-mail 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 e-mail 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 e-mail address.

Means of Transfer

I understand that Suffolk 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 funds transfers are made in U.S. dollars only.

No Unlawful or Prohibited Use

As a condition of using the A2A service, I warrant to Suffolk 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

Suffolk 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 Suffolk 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 Suffolk 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 your other services or technology.

Indemnity

In consideration of the Agreement by Suffolk 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 Suffolk 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 Suffolk 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 I receive notification that 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 Suffolk Credit Union's error, Suffolk Credit Union's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for dividends payable by Suffolk Credit Union shall be at Suffolk Credit Union's published savings account rate. 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 SUFFOLK 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 DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR 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 SUFFOLK 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, SUFFOLK 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. SUFFOLK 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 SUFFOLK 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 Suffolk 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 the state of New York 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, Suffolk Credit Union will notify me by e-mail, at the public e-mail 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 e-mail 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 Suffolk 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 by telephone at (631)924-8000 (or, outside area code, (866) 774-2384), 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 (631)924-8000 (or, outside area code, (866) 774-2384).

Consent and Agreement

By clicking on the "I Agree" button below, 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 Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the A2A service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. Suffolk Credit Union reserves the right to provide information and notices about the A2A service to me by non-electronic means.
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A2A Services Fee Schedule

Please refer to the Suffolk Credit Union Rate and Fee Schedule: https://www.suffolkcu.org/fee-schedule