

HEARTLAND CREDIT UNION

External Transfer Service User Agreement

IMPORTANT: TO ENROLL IN THE EXTERNAL 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 EXTERNAL 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 HEARTLAND CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR HEARTLAND CREDIT UNION ACCOUNT. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS AND YOU SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. HEARTLAND CREDIT UNION RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE EXTERNAL TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Scope of Agreement - This Agreement covers all funds transfers using the External Transfer service initiated by me from time to time through Heartland Credit Union's Home Banking Service.

Definitions

- "ACH Network" means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.
- "ACH Rules" means the NACHA Operating Rules and NACHA Operating Guidelines, as in effect from time to time.
- "Business Day" means any day that is not a Saturday, Sunday or federal holiday.
- "Eligible FI Account" means my Heartland Credit Union deposit account that is eligible to be used with the External Transfer service and is enrolled in the service.
- "I", "me" and "my" refer to the client who agrees below to the terms and conditions of this Agreement.
- "NACHA" means the National Automated Clearinghouse Association.
- "Verified Account" means an account that I own at another financial institution located in the United States that is enrolled in the External Transfer service.
- "You" and "your" refer to Heartland Credit Union.

Description of Service - The External Transfer service enables me to request a transfer of funds: (1) from my Eligible HEARTLAND CREDIT UNION Account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible HEARTLAND

CREDIT UNION Account. HEARTLAND CREDIT UNION uses the ACH Network to execute my External Transfer requests, but other methods of transfer may also be used. All requests must be made through HEARTLAND CREDIT UNION and are subject to the terms of this External Transfer User Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

External Transfer Service Fees and Charges - I understand and agree that I am responsible for paying all fees associated with my use of the External Transfer Service. I authorize HEARTLAND CREDIT UNION to charge my Eligible HEARTLAND CREDIT UNION Account (or any other of my accounts at HEARTLAND CREDIT UNION) for any service fees and charges applicable to transfers requested through the External Transfer service in accordance with HEARTLAND CREDIT UNION's fee schedule in effect at the time I make an External Transfer request. HEARTLAND CREDIT UNION reserves the right to change the fees charged for the use of the External Transfer service. The current fee schedule can be found here: <http://www.hcu.coop/images/stories/documents/ConsumerFees.pdf>

Limits on External Transfer Transfers – Higher daily limits are available upon request, pending approval. Access to External Transfers for primary members under age 18 is available by request. To request access, all account owners must complete and sign a form and return to Heartland Credit Union, ATTN: e-Branch, P. O. Box 1387, Hutchinson, KS 67504-1387. This service is not available on Limited Account Types.

For the first 90 days on a new account, age 18 and over	<u>Daily Limits</u>	
	Maximum incoming	\$1000.00
	Maximum outgoing	\$0.00
After 90 days on a new account, age 18 and over	<u>Daily Limits</u>	
	Maximum incoming	\$5,000.00
	Maximum outgoing	\$5,000.00

Authorization to Transfer Funds Using External Transfer Service - I hereby represent and warrant to HEARTLAND CREDIT UNION, its directors, officers, employees and agents that I own each Eligible HEARTLAND CREDIT UNION Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize HEARTLAND CREDIT UNION to execute and charge my Eligible HEARTLAND CREDIT UNION Account(s) for any External Transfer request to a Verified Account and from a Verified Account to my Eligible HEARTLAND CREDIT UNION Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete certain types of transfers when my External Transfer requests are made in accordance with the procedures established by HEARTLAND CREDIT UNION. I understand and acknowledge that HEARTLAND CREDIT UNION has no obligation to execute any request for a transfer using External Transfer that is not initiated in accordance with such procedures. I further acknowledge that the acceptance and processing of an External 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 620.669.0177 or 800-428-8472, by secure e-mail, or by regular mail at Heartland Credit Union, ATTN: e-Branch, P. O. Box 1387, Hutchinson, KS 67504-1387 that I have revoked my authorization and you have a reasonable opportunity to act on it.

Information Relied Upon by HEARTLAND CREDIT UNION - I acknowledge and agree that HEARTLAND CREDIT UNION is relying upon the information I provide in originating an External 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 External 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 HEARTLAND 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 External Transfer service, I hereby give to HEARTLAND CREDIT UNION a limited power of attorney and appoint HEARTLAND 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 External 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 HEARTLAND CREDIT UNION has actual knowledge that I wish to cease using the External Transfer 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 HEARTLAND 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 HEARTLAND CREDIT UNION and my use of the External Transfer service. I shall not hold HEARTLAND 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 HEARTLAND CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE EXTERNAL TRANSFER SERVICE, HEARTLAND CREDIT UNION IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS HEARTLAND CREDIT UNION AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

Security Procedures - I agree that HEARTLAND CREDIT UNION will initiate a funds transfer request for me only after I access my Eligible HEARTLAND CREDIT UNION Account(s) through its Home Banking Service using my identification number and password. HEARTLAND CREDIT UNION shall not be liable for any delay in processing my External Transfer request if I fail to comply with this security procedure (or any other that may be established by HEARTLAND CREDIT UNION from time to time). I acknowledge and agree

that HEARTLAND CREDIT UNION has established commercially-reasonable security procedures for the External Transfer service. I understand that the security procedures are designed to authenticate my identity before accepting a request for an External 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 External Transfer service. I hereby authorize you to verify a Third Party Account by confirmation of trial deposits. 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.

Execution of a Request for an External Transfer -Any request for an External Transfer received by HEARTLAND CREDIT UNION before 2 p.m. Central Time (CT) on a regular Business Day will be executed the same Business Day. If my request for an External Transfer is received by HEARTLAND 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 External Transfer - If a requested funds transfer could not be completed, I will contact the financial institution where my Verified Account is held in order to understand the reason for such failure. I understand that it is not the responsibility of HEARTLAND CREDIT UNION to make sure the transfer is successful.

Rejection of an External 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 (as more fully described above), if I have insufficient available funds in my Eligible HEARTLAND CREDIT UNION Account for the amount of the External 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.

Cancellations, Amendments or Recalls of an External 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 HEARTLAND 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 financial institution to determine whether or not the beneficiary financial institution will return my funds. If the beneficiary financial institution confirms that the funds are returnable and agrees to do so, once the funds are returned to you by the beneficiary financial institution, 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 financial institution and/or HEARTLAND CREDIT UNION. HEARTLAND CREDIT UNION shall not be liable to me for any loss resulting from the failure of the beneficiary financial institution 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 External 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 HEARTLAND CREDIT UNION shall not be responsible for any delay, failure to execute, or miss-execution of my funds transfer request due to circumstances beyond HEARTLAND 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 financial institution or execution of such request by the financial institution, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary financial institution or beneficiary financial institution. HEARTLAND CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY FINANCIAL

INSTITUTION OR BENEFICIARY FINANCIAL INSTITUTION TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Unauthorized External Transfers - I understand that if I think that someone else has learned my access credentials for HEARTLAND CREDIT UNION's Home Banking Service or an unauthorized External Transfer or other type of online transaction has been made from one of my accounts, I must notify you immediately by telephone at 620.669.0177 or 800.428.8472. Or, if I am unable to telephone you, by secure e-mail or in writing to Heartland Credit Union, ATTN: e-Branch, P.O. Box 1387, Hutchinson, KS 67502-1387. By providing such prompt notice, I may limit my personal liability for unauthorized transfers.

Significance of E-Mail Notices about External Transfer Service - I agree that all e-mail notices sent to me regarding status of my External Transfer requests are simply service messages and will not constitute a transaction receipt or an official record with respect to an External Transfer. I acknowledge and agree that these notices will be sent to the e-mail address listed in Home Banking, 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 HEARTLAND CREDIT UNION uses a variety of ACH processing 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 External Transfer service. I authorize you to choose the means you deem suitable to cause each of my External Transfer requests to be completed successfully. These other choices include ACH processing channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary financial institutions 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 and Federal Reserve System.

Currency of Funds Transfer - The External Transfer 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 External Transfer service, I warrant to HEARTLAND CREDIT UNION that I will not use the External Transfer 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 External Transfer service in any manner that could damage, disable, overburden, or impair the External Transfer 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 External Transfer 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 - HEARTLAND CREDIT UNION may modify or discontinue the External Transfer 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 External Transfer service at any time and for any reason, including, without limitation, if HEARTLAND 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 External Transfer service.

Indemnity - In consideration of the Agreement by HEARTLAND CREDIT UNION to act upon my request to make an External Transfer in the manner provided in this Agreement, I agree to indemnify and hold HEARTLAND 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 External Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify HEARTLAND CREDIT UNION against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty - I agree that within thirty (30) days of the External Transfer, 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 HEARTLAND CREDIT UNION's error, HEARTLAND 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 HEARTLAND CREDIT UNION shall be at HEARTLAND CREDIT UNION's published savings account rate in effect on 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 within sixty (60) days of the External Transfer any claim by me shall be barred under applicable law. I AGREE THAT HEARTLAND 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 EXTERNAL 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 HEARTLAND CREDIT UNION BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY EXTERNAL TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, HEARTLAND 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. HEARTLAND CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY HEARTLAND CREDIT UNION FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE EXTERNAL TRANSFER 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 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 or e-mail you have on file for me.

Governing Law - This Agreement shall be governed by the laws of the state of Kansas.

Electronic Consent and Acceptance of Terms and Conditions - In order to enroll to use the External Transfer service, I consent to receive and accept the terms and conditions of the User Agreement for the External Transfer service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, HEARTLAND CREDIT UNION will notify me by e-mail address listed in Home Banking 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 External Transfer is requested and in summary form as part of the periodic statement for my Eligible HEARTLAND CREDIT UNION Account to or from which the External Transfer is requested. I may withdraw my consent to having this information provided to me electronically by calling you at 620.669.0177 or 800.428.8472, however, by doing so I understand that I will terminate my right to use the External Transfer service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the External Transfer service. I understand that I can also obtain a printed copy of this Agreement by calling 620.669.0177 or 800.428.8472.

Consent and Agreement

By using this service, I agree: (1) to receive information about the External Transfer service, including the Agreement and any subsequent amendments to it, electronically; and (2) have received an electronic version of the Agreement and agree to be bound by the terms and conditions contained therein. Because enrollment for the External Transfer service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. HEARTLAND CREDIT UNION reserves the right to provide information and notices about the External Transfer service to me by non-electronic means.