

# The Fidelis Catholic Federal Credit Union Automated Clearing House (ACH) External Transfer Disclosure and Agreement.

## What This Agreement Covers.

This agreement contains terms and conditions for the use of the Fidelis Catholic Credit Union Automated Clearing House External Transfer Services(s) and other remote services that Fidelis Catholic Credit Union ("Fidelis", "Credit Union" "we", "us") may provide to you. Other Fidelis Agreements and Disclosures may also apply. **These terms and conditions affect your rights and you should read them carefully. You are agreeing to these terms and conditions at the time you click to review the disclosure and/or click to accept the disclosure.** 

Fidelis Automated Clearing House ACH External Transfer Service allows you to transfer funds between your deposit accounts at Fidelis, to certain deposit accounts at other financial institutions. An inbound transfer allows funds to be deposited into your Fidelis account and an outbound transfer will result in a withdrawal from your Fidelis account. You acknowledge that the origination of the ACH will comply with all U.S. laws and that you are authorized to conduct transactions on all of the accounts involved in the transfer. Enrollment in the Fidelis Automated Clearing House ACH External Transfer Service will require your unique access to the Credit Union's online and/or mobile banking application. You will need to enroll each of your financial institution accounts that you wish to use for this service. The verification process must be completed by you prior to using the service.

#### **Definitions:**

- External Accounts Accounts held by financial institutions other than us are referred to within this Agreement as "external accounts."
- External Inbound Transfer refers to a transfer of funds "to" your deposit account(s) at Fidelis from an external account.
- External Outbound Transfer refers to the transfer of funds "from" your deposit account(s) at Fidelis to an external account.
- Settlement Day-The settlement day is the day the transfer is processed by the Credit Union, during business hours.
- **Fund Posting** For outbound transfers funds will be debited from your account on the day of settlement. For inbound transfers funds will be credited from your account on the day of settlement.
- Available Funds- Requests for debits from your Fidelis account require that the funds are available with no holds placed on them. Transfer requests where the funds are not available will be declined.
- Cut-off Times The cut-off time for scheduling external transfers is noon mountain time for same day settlement. Transfers may be requested twenty-four hours a day through the Fidelis online banking and mobile application. Transfers not scheduled for same-day settlement will be processed during regular business hours.
- Business Day- Monday through Friday, excluding Federal Holidays.



 ACH (Automated Clearing House) Network – Is the funds transfer system is governed by NACHA (National Automated Clearing House Association). Fidelis and other participating financial institutions, abide by NACHA rules and regulations.

## Terms Users Agree to When the Fidelis External Transfer Service:

- By use of the service, you hereby represent and warrant to Fidelis Catholic Credit Union, its directors, officers and employees and agents, that you own each eligible Fidelis account.
- By use of this service, you verify that you have the full right and authority to all the funds on deposit therein. In addition, you authorize Fidelis to execute and charge your eligible Fidelis account(s) for any external transfer request, if applicable.
- You understand and acknowledge that Fidelis has no obligation to execute, and may deny any request for any electronic funds transfer at its own discretion.
- Fidelis is not responsible for any errors in the information, including incorrect or inconsistent account names and numbers, or the ABA number, or name of the financial institution holding your verified account. You agree that Fidelis has no responsibility to investigate discrepancies between names and account numbers.

# Security Procedures:

You agree that Fidelis Catholic Credit Union will initiate a funds transfer request for you only after you access your eligible Fidelis account(s) through its online banking or mobile banking service. Fidelis shall not be liable for any delay in processing my ACH External Transfer request if I fail to comply with this security procedure (or any other that may be established by Fidelis Catholic Credit Union from time to time). By use of the Fidelis ACH External Transfer Services, you acknowledge and agree that Fidelis has an established commercially-reasonable security procedure for the service. You acknowledge that the security procedure is designed to authenticate your identity before accepting a request for an ACH External Transfer and not to detect errors in the content of your instruction.

#### **Daily Outbound Transfer Limits:**

The external outbound transfer limit is \$10,000.00 of available funds per day. Please contact the Credit Union for assistance if a larger fund transfer is needed.

# **Verification of Accounts at Other Financial Institutions**

After agreeing to this Agreement and providing any additional information requested, you may access accounts that you hold at other financial institutions. You authorize the Credit Union to verify each account held at other financial institutions. You agree to verify each account by confirming an initial withdrawal (debit) and initial deposit (credit) that you make to each requested account. You authorize the Credit Union to make a trial deposit transfer and a trial withdrawal transfer, in which one or more low value deposits that will be credited to the account and one or more low value withdrawals that will be debited to the account. The trial credit will be greater than or equal to the trial debit(s).