

# Noble Federal Credit Union

## Transfer Money (A2A) Disclosure

### USER AGREEMENT FOR TRANSFER MONEY (A2A SERVICES)

BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND NOBLE FEDERAL CREDIT UNION. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY.

These terms and conditions (the "Agreement") between you, the depositor (hereafter "You") and your Noble Federal Credit Union or its designated third-party processor ("Noble Federal Credit Union"), authorize Noble Federal Credit Union to initiate credit and debit entries (each an "Entry") by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each Entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account")

1. Transmittal of Requests for Entries By You: You shall transmit requests for transfers, either credit or debit Entries to Noble Federal Credit Union via the forms and formats accessible on the Noble Federal Credit Union's online banking web site (the "Website"). Before You will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.
2. Security Procedure:
  - a. You and Noble Federal Credit Union shall comply with the security procedure requirements with respect to Entries transmitted by You to Noble Federal Credit Union, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Noble Federal Credit Union and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
  - b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Noble Federal Credit Union. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Noble Federal Credit Union immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Noble Federal Credit Union prior to receipt of such notification plus a reasonable time period thereafter for Noble Federal Credit Union to act on such notice.
3. Compliance with Security Procedure:
  - a. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Noble Federal Credit Union purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Noble Federal Credit Union, and Noble Federal Credit Union shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Noble Federal Credit Union the amount of such Entry even though the Entry (or request) was not authorized by You, provided Noble Federal Credit Union accepted the Entry in good faith and acted in compliance with the security procedure referred to in this Agreement with

respect to such Entry. Noble Federal Credit Union shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website.

b. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Noble Federal Credit Union was transmitted or authorized by You, You shall pay Noble Federal Credit Union the amount of the Entry, whether or not Noble Federal Credit Union complied with the security procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Noble Federal Credit Union had complied with such procedure.

4. Processing, Transmittal and Settlement by Noble Federal Credit Union: Except as provided Section 5 Rejection of Entries, Noble Federal Credit Union shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Noble Federal Credit Union to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.

5. Rejection of Entries: Noble Federal Credit Union may reject any request for an Entry which does not comply with the requirements of Section 1, Transmittal of Requests for Entries by You, or Section 2, Security Procedures. Noble Federal Credit Union may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section 9, The Account, or the security requirements and procedures on the Website or this Agreement. Noble Federal Credit Union shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Noble Federal Credit Union to the ACH or, its Effective Entry Date. Noble Federal Credit Union shall have no liability to You by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. Noble Federal Credit Union may impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk.

6. Cancellation or Amendment by You: You shall have no right to cancel or amend any request for an Entry after its receipt by Noble Federal Credit Union. The Website will prompt you to verify the accuracy of each request prior to its transmission to Noble Federal Credit Union. However, if such request is pending, but not transmitted to the ACH, Noble Federal Credit Union shall use reasonable efforts to act on a request by You for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse Noble Federal Credit Union for any and all expenses, losses, or damages Noble Federal Credit Union may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.

7. Notice of Returned Entries: Noble Federal Credit Union shall notify You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Noble Federal Credit Union receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section 1, Transmittal of Entries by You, Noble Federal Credit Union shall have no obligation to retransmit a returned Entry to the ACH if Noble Federal Credit Union complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Noble Federal Credit Union for any and all expenses, losses, or damages to Noble Federal Credit Union relating to or in connection with any returned Entry.

8. Payment by You for Entries: You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External financial institution, by Noble Federal Credit Union pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry.

9. The Account: You shall at all times maintain a balance of available funds in the Account sufficient to cover Your payment obligations under this Agreement. In the event there are not

sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Noble Federal Credit Union may, without prior notice or demand, debit any account maintained by You with Noble Federal Credit Union or any affiliate of Noble Federal Credit Union or that Noble Federal Credit Union may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.

10. Account Reconciliation: Entries transmitted by Noble Federal Credit Union or credited to a Receiver's account maintained with Noble Federal Credit Union will be reflected on Your periodic statement issued by Noble Federal Credit Union with respect to the Account pursuant to the agreement between Noble Federal Credit Union and You. You agree to notify Noble Federal Credit Union promptly of any discrepancy between Your records and the information shown on any periodic statement. If You fail to notify Noble Federal Credit Union of any discrepancy within thirty (30) days of mailing (or in the case of e-Delivery, making available by Noble Federal Credit Union) of a periodic statement containing such information, You agree that Noble Federal Credit Union shall not be liable for any other losses resulting from Your failure to give such notice or any loss or interest or any interest equivalent with respect to an Entry shown on such periodic statement, and You shall be precluded from asserting such discrepancy against Noble Federal Credit Union, except as limited by applicable law. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this Agreement, or your deposit Agreement with Noble Federal Credit Union, Your Deposit Agreement shall control.

11. Your Representations and Agreements: Indemnity: With respect to each and every request for an Entry initiated by You, You represent and warrant to Noble Federal Credit Union and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize Noble Federal Credit Union to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Website, (ii) at the time you request an Entry, and (ii) at the time of transmittal or debiting by Noble Federal Credit Union as provided herein, (c) requests for Entries transmitted to Noble Federal Credit Union by You are limited to those types of Credit Entries set forth in Section 1, Transmittal of Entries by You, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that You have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Noble Federal Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

12. Noble Federal Credit Union Responsibilities. Liability. Limitations on Liability: Indemnity: In the performance of the services required by this Agreement, Noble Federal Credit Union shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. NOBLE FEDERAL CREDIT UNION SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. Noble Federal Credit Union shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Noble Federal Credit Union's agent. You agree to indemnify Noble Federal Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Noble Federal Credit Union is responsible for any act or omission of You or any other person described in this Section 12(a).

a. IN THE EVENT OF NOBLE FEDERAL CREDIT UNION'S LIABILITY, NOBLE FEDERAL CREDIT UNION SHALL BE LIABLE ONLY FOR YOUR ACTUAL

DAMAGES; IN NO EVENT SHALL NOBLE FEDERAL CREDIT UNION BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY NOBLE FEDERAL CREDIT UNION AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM NOBLE FEDERAL CREDIT UNION'S ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

b. Without limiting the generality of the foregoing provisions, Noble Federal Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Noble Federal Credit Union's reasonable control. In addition, Noble Federal Credit Union shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Noble Federal Credit Union's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Noble Federal Credit Union's reasonable judgment otherwise violating any provision of any present or future risk control program of Noble Federal Credit Union, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

c. Subject to the foregoing limitations, Noble Federal Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Noble Federal Credit Union of New York for the period involved. At Noble Federal Credit Union's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Noble Federal Credit Union is responsible for any act or omission of You or any other person described in Section 12(a).

13. Inconsistency of Name and Account Number: You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Noble Federal Credit Union to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Noble Federal Credit Union is not excused in such circumstances.

14. Notifications of Change: Noble Federal Credit Union shall notify You of all notifications of change received by Noble Federal Credit Union relating to requests for Entries transmitted by You by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing within a reasonable time after the receipt thereof.

15. Amendments: From time-to-time Noble Federal Credit Union may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective upon receipt of notice by You or such later date as may be stated in Noble Federal Credit Union's notice to You.

16. Notices, Instructions, Etc.:

a. Except as otherwise expressly provided herein, Noble Federal Credit Union shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.

b. Noble Federal Credit Union shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by

You, and any such communication shall be conclusively deemed to have been signed by You.

17. **Evidence of Authorization:** You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and are empowered to authorize Noble Federal Credit Union to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.

18. **Cooperation in Loss Recovery Efforts:** In the event of any damages for which Noble Federal Credit Union or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Noble Federal Credit Union and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

19. **Termination:** You may terminate this Agreement at any time. Such terminate shall be effective on the second business day following the day of Noble Federal Credit Union's receipt of written notice of such termination or such later date as is specified in that notice. Noble Federal Credit Union reserves the right to terminate this Agreement immediately upon providing written notice of such termination to You. Any termination of this Agreement shall not affect any of Noble Federal Credit Union's rights and Your obligations with respect to Entries initiated by You prior to such termination, or Your payment obligations with respect to services performed by Noble Federal Credit Union prior to termination, or any other obligations that survive termination of this Agreement.

20. **Entire Agreement:** This Agreement is the complete and exclusive statement of the agreement between Noble Federal Credit Union and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Noble Federal Credit Union and You with respect to the subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Noble Federal Credit Union is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Noble Federal Credit Union shall incur no liability to You as a result of such violation or amendment. No course of dealing between Noble Federal Credit Union and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Noble Federal Credit Union and You regardless of whatever practices and procedures Noble Federal Credit Union and You may use.

21. **Text and Email Alerts:** You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

a. **General Provisions for All Text Alerts:** By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Noble Federal Credit Union nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Noble Federal Credit Union's Customer Service.

IN WITNESS WHEREOF, You agree that you have read the foregoing Agreement, understood its contents and agree to its terms.