

Effective April 1, 2024, all references to GOLD CREDIT UNION herein are amended to refer to UNITED FEDERAL CREDIT UNION.



External Account to Account (A2A) Transfer Service Agreement

“YOU” AND “YOUR” REFER TO GOLD CREDIT UNION (GOLD). “I”, “ME” AND “MY” REFER TO THE CLIENT WHO AGREES BELOW TO THE TERMS AND CONDITIONS OF THE EXTERNAL A2A TRANSFER SERVICE AGREEMENT (“AGREEMENT”). TO ENROLL IN THE EXTERNAL A2A TRANSFER SERVICE (A2A) 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 AGREEMENT. THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH YOU MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR GOLD ACCOUNT(S) TO ACCOUNT(S) YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR GOLD 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. GOLD RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT A2A TO YOU BY NON-ELECTRONIC MEANS.

DEFINITIONS

- 1) **Automated Clearing House Network (ACH):** The funds transfer system, governed by the National Automated Clearing House Association (NACHA) Rules that provide funds transfer services to participating financial institutions.
- 2) **ACH Rules:** The NACHA Operating Rules and NACHA Operating Guidelines.
- 3) **Business Day:** Any day that is not a Saturday, Sunday, Federal Holiday or GOLD holiday.
- 4) **Financial Institution (FI):** “Bank” or “credit union” refers to GOLD, including its service providers.
- 5) **Eligible GOLD Account:** GOLD deposit account that is eligible to be used with A2A and is enrolled in the service.
- 6) **Verified Account:** An account that I own at another financial institution, located in the United States that is enrolled in A2A.
- 7) **Electronic Payment Network (EPN):** An electronic clearing house that serves as the sole ACH for the private sector in the United States.

SCOPE OF AGREEMENT

This Agreement covers all funds transfers using A2A initiated by me from time to time through GOLD Online Banking.

DESCRIPTION OF SERVICE

A2A enables me to request a transfer of funds: (1) from my Eligible GOLD Account to a Verified Account; or (2) from a Verified Account to my Eligible GOLD Account. GOLD uses the ACH Network to execute my A2A requests, but other methods of transfer may also be used. All requests must be made through GOLD 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 GOLD, its directors, officers, employees and agents, that I own each Eligible GOLD Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize GOLD to execute and charge my Eligible GOLD Account for any A2A transfer request to a Verified Account and from a Verified Account to my Eligible GOLD Account, including any related fee, subject to any applicable limit as to dollar amount, and time delays to complete certain types of transfers; when my A2A transfer requests are made in accordance with the procedures established by GOLD. I understand and acknowledge that GOLD 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 (484) 223-4200, during normal business hours, that I have revoked my authorization and you have a reasonable opportunity to act on it.

INFORMATION RELIED UPON BY GOLD

I acknowledge and agree that GOLD 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 FI 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 FI may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that FI holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that GOLD has no responsibility to investigate discrepancies between names and account numbers.

LIMITED POWER OF ATTORNEY

In connection with any request to transfer funds using A2A, I hereby give GOLD a limited power of attorney and appoint GOLD as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for me and in my 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 GOLD has actual knowledge that I wish to cease using A2A 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 GOLD 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 FI that maintains each Verified Account is independent of GOLD and my use of A2A. I shall not hold GOLD responsible for any acts or omissions by the FI maintaining a Verified Account with

respect to it, including without limitation any modification, interruption or discontinuance of it. I ACKNOWLEDGE AND AGREE THAT WHEN GOLD CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE EXTERNAL A2A SERVICE, GOLD CREDIT UNION IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS GOLD CREDIT UNION AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY AS MORE FULLY DESCRIBED BELOW.

SECURITY PROCEDURES

I agree that GOLD will initiate a funds transfer request for me only after I access my Eligible GOLD Account through GOLD Online Banking. GOLD 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 GOLD. I acknowledge and agree that GOLD has an established commercially-reasonable security procedure for A2A. 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 FIs

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other FIs (each, a "Third Party Account") in A2A. I hereby authorize you to require verification of each Third Party Account. I agree to verify each Third Party Account by confirming an initial deposit (credit) and/or withdrawal (debit) that you make to each requested Third Party Account. I authorize you to make a trial deposit transfer and/or a trail withdrawal transfer, in which two low value credits and one low value debit will be credited to the account and/or one low value withdrawal will be debited to the account. When the Third Party Account is ready to be verified, the status next to the FI name will change to verify. I will then verify the amount of the credit and/or debit made into the Third Party Account. Upon proper verification, the account is ready to setup A2A transfers.

A2A TRANSFERS

Funds requested to be transferred will be debited from or credited to your FI account the two business days following the day you initiate the transfer, provided you have met GOLD's cutoff time for submitting the A2A transfer. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:00 p.m. Eastern Time (ET). Funds requested to be transferred will be debited from or credited to GOLD or the FI Verified Account, according to the receiving FI's availability and transaction processing schedule.

The chart below is designed to help you determine the *Transfer Date* that best suits your needs. The transfer schedule usually follows the chart below but could vary depending on the receiving FI's processing schedule. If any of the days noted fall on a holiday, either Federal or GOLD holiday, the transfers will take place on the next business day that follows the requested date.

Request Date - Day you initiate transfer in GOLD Online Banking (prior to 3:00 p.m. ET)	Earliest Transfer date you can select	Day the withdrawal should post to the "from" financial institution	Day the deposit should post to the "to" financial institution
Sunday	Monday	Wednesday	Wednesday
Monday	Monday	Wednesday	Wednesday
Tuesday	Tuesday	Thursday	Thursday
Wednesday	Wednesday	Friday	Friday
Thursday	Thursday	Monday	Monday
Friday	Friday	Tuesday	Tuesday
Saturday	Monday	Wednesday	Wednesday

Business Day Flow for requested External A2A Transfers (AFTER 3:00 p.m. ET)

Request Date - Day you initiate transfer in GOLD Online Banking (After 3:00 p.m. ET)	Earliest Transfer date you can select	Day the withdrawal should post to the "from" financial institution	Day the deposit should post to the "to" financial institution
Sunday	Tuesday	Thursday	Thursday
Monday	Tuesday	Thursday	Thursday
Tuesday	Wednesday	Friday	Friday
Wednesday	Thursday	Monday	Monday
Thursday	Friday	Tuesday	Tuesday
Friday	Tuesday	Thursday	Thursday
Saturday	Tuesday	Thursday	Thursday

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled by 3:00 p.m. the day prior to the scheduled transfer date. If the transfer status is in Process, Pending, or Processed, you cannot cancel the transfer.

EXECUTION OF A REQUEST FOR AN A2A TRANSFER

Any request for an A2A transfer will be executed on the appropriate Business Day. The Business Day on which a request for an A2A transfer is made begins at 3:00 p.m. ET and ends at 2:59 p.m. ET of the following Business Day. If my request for an A2A transfer is received by GOLD 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. See the Business Day Flow chart under External A2A Transfers for the additional information.

LIMITS ON A2A TRANSFERS

GOLD reserves the right to change Minimum, Maximum, Daily, and Monthly limits at any time. I understand that I may request higher or lower daily limits. GOLD 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)	\$5,000.00
Daily Limit	\$5,000.00

The above limits apply to the total of all A2A transfers of a specific type for all accounts enrolled in A2A. GOLD may change my dollar limits and transfer limits at any time.

SERVICE FEES AND CHARGES

I understand and agree that I am responsible for paying all fees associated with my use of A2A. I authorize GOLD to charge my Eligible GOLD Account, or any other of my accounts at GOLD for any service fees and charges applicable to transfers requested through A2A in accordance with GOLD's Fee Schedule in effect at the time I make an A2A transfer request. GOLD reserves the right to change the fees charged for the use of A2A. Refer to Fee Schedule for fees associated with A2A.

ACTIONS TAKEN UPON AN UNSUCCESSFUL A2A TRANSFER

If a requested funds transfer could not be completed, I understand that GOLD, upon learning that the A2A transfer has failed, may make reasonable effort to complete the transfer again (at the sole discretion of GOLD). 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 GOLD 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 GOLD account.
- Conversations through GOLD Digital Banking
- Through an e-mail sent to the email address I have indicated in GOLD Online banking.

I understand you will choose the method of notification and the purpose of your notification is so that I may contact the FI 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 A2A 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 I have insufficient available funds in my Eligible GOLD 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 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.

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 A2A TRANSFER REQUEST

I agree that GOLD shall not be responsible for any delay, failure to execute, or wrongful execution of my funds transfer request due to circumstances beyond GOLD'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 GOLD or execution of such request by GOLD, whether caused by internet service failures, power failures, equipment malfunctions, strikes, or acts or omissions of any intermediary FI or beneficiary FI. GOLD makes no warranties, express or implied, including the failure of any intermediary FI or beneficiary FI, to credit my account with the amount of the funds transfer after receipt of same with respect to any matter.

Unauthorized External A2A Transfers

I understand that if I think that someone else has learned my access credentials for GOLD 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 promptly by telephone at 484-223-4200 during normal business hours. Normal business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. ET, excluding GOLD holidays. Or, if I am unable to telephone you:

- In writing to: GOLD Credit Union, 4703 Hamilton Blvd., Allentown, PA 18103;
or
- Conversation through GOLD Digital Banking

I understand that GOLD 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 TRANSFERS

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 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 A2A, even if I have informed you separately in the past (or choose to do so in the future).

MEANS OF TRANSFER

I understand that GOLD 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).

NO UNLAWFUL OR PROHIBITED USE

As a condition of using A2A, I warrant to GOLD that I will not use A2A 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 A2A in any manner that could damage, disable, overburden, or impair A2A 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 through A2A. 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

GOLD may modify or discontinue A2A, with or without notice, without liability to me at any time. GOLD reserves the right, subject to applicable law and regulation, to terminate my right to use A2A at any time and for any reason, including, without limitation, if GOLD, 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 A2A.

PROPRIETARY RIGHTS

I acknowledge and agree that GOLD and its agents own all rights in and to A2A. I am permitted to use A2A 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 A2A or any of your other services or technology.

INDEMNITY

In consideration of the Agreement by GOLD to act upon my request to make an A2A transfer in the manner provided in this Agreement, I agree to indemnify and hold GOLD, 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 GOLD against its gross negligence, bad faith, or willful misconduct.

CLAIMS; LIMITATION OF LIABILITY; NO WARRANTY

I agree that within thirty (30) days after an 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 GOLD'S error, GOLD'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 GOLD shall be at GOLD's published Share Savings Account rate in effect within 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 GOLD 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 FI in connection with verifying a third party account or executing a transfer with a Verified Account; (4) any charges imposed by the FI holding a Verified Account; and (5) any transfer limitations set by a FI holding a Verified Account. In no event shall GOLD 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, GOLD, 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. GOLD makes no warranty or representation regarding the results that may be obtained from the use of A2A, the accuracy of any information retrieved by GOLD from any FI holding any Verified Account or that A2A 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 GOLD 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 Commonwealth of Pennsylvania and federal law, as applicable.

ELECTRONIC CONSENT AND ACCEPTANCE OF TERMS AND CONDITIONS

In order to enroll to use A2A, I consent to receive and accept the terms and conditions of the Agreement, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, GOLD 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 GOLD 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 484-223-4200 (during normal business hours); however, by doing so I understand that I will terminate my right to use A2A. Withdrawing my consent in this manner will not prevent me from re-enrolling in A2A in the future.

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 A2A, 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 A2A can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. GOLD reserves the right to provide information and notices about A2A to me by non-electronic means.