

Open Transfers

User Agreement for Frontwave Credit Union Open Transfer Service

TO ENROLL IN THE OPEN 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 OPEN TRANSFER SERVICE ("AGREEMENT"). THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH FRONTWAVE CREDIT UNION MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR FRONTWAVE CREDIT UNION ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR FRONTWAVE 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. FRONTWAVE CREDIT UNION RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE OPEN TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS.

Scope of Agreement: This Agreement covers all funds transfers using the Open Transfer service initiated by you from time to time through the Frontwave Credit Union internet banking service.

Definitions

- (a) "ACH Network" means the funds transfer system, governed by the National Automated Clearing House Association (NACHA) Rules, which provides funds transfer services to participating financial institutions.
- (b) "Business Day" means any day that is not a Saturday, Sunday or bank holiday.
- (c) "Eligible Frontwave Credit Union Account" means your Frontwave Credit Union deposit account that is eligible to be used with the Open Transfer service and is enrolled in the service.
- (d) "Verified Account" means an account that you own at another financial institution located in the United States that is enrolled in the Open Transfer service.
- (e) "You, Yours" means an account owned by you solely or jointly.

Description Of Service: The Open Transfer service enables you to request a transfer of funds: (1) from your eligible Frontwave Credit Union Account to a Verified Account (you hold at another financial institution); or (2) from a Verified Account to your eligible Frontwave Credit Union Account. Frontwave Credit Union generally uses the ACH Network to execute your Open Transfer requests, but other methods of transfer may also be used. All requests must be made through Frontwave Credit Union's Online system and are subject to the terms of your Member Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

Authorization to Transfer Funds: Using the Open Transfer Service you hereby represent and warrant to Frontwave Credit Union that you own each eligible Frontwave Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize Frontwave Credit Union to execute and charge your Eligible Frontwave Credit Union Account(s) for any Open Transfer request to a Verified Account and from a Verified Account to your Eligible Frontwave Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your Open Transfer requests are made in accordance with the procedures established by Frontwave Credit Union. You understand and acknowledge that Frontwave Credit Union has no obligation to execute any request for a transfer using Open Transfer that is not initiated in accordance with such procedures. You further acknowledge that the acceptance and processing of an Open 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 you have informed Frontwave Credit Union by telephone at 1-800-736-4500 that you have revoked your authorization and Frontwave Credit Union has had a reasonable opportunity to act on it.

Information Relied Upon by Frontwave Credit Union: You acknowledge and agree that Frontwave Credit Union is relying upon the information you provide in originating an Open Transfer on your 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 your Verified Account are your responsibility. Although you represent and warrant to Frontwave Credit Union

that you are the owner of each Verified Account and describe it to Frontwave Credit Union by name and account number (or any other number), you understand and agree that if Open 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. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers. In addition, you agree that Frontwave Credit Union has no responsibility to investigate discrepancies between names and account numbers.

Limited Power of Attorney: YOU ACKNOWLEDGE AND AGREE THAT WHEN FRONTWAVE CREDIT UNION ORIGINATES A REQUEST FOR A TRANSFER USING THE OPEN TRANSFER SERVICE, FRONTWAVE CREDIT UNION IS ACTING AS YOUR AGENT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS FRONTWAVE CREDIT UNION AS YOUR AGENT UNDER THIS LIMITED POWER OF ATTORNEY.

Security Procedures: You agree that Frontwave Credit Union will initiate a funds transfer request for you only after you access your Eligible Frontwave Credit Union Account(s) through its online banking service using the established login credentials. You acknowledge and agree that Frontwave Credit Union has established commercially-reasonable security procedures for the Open Transfer service. You understand that the security procedures are designed to authenticate your identity before accepting a request for an Open Transfer and not to detect errors in the content of your instruction.

Verification of Accounts at Other Financial Institution: After agreeing to this Agreement and providing any additional information requested, you may enroll accounts that you hold at other financial institutions (each, a "Third Party Account") in the Open Transfer service. You hereby authorize Frontwave Credit Union to verify a Third Party Account by the following means:

Confirmation of Trial Deposits. You authorize Frontwave Credit Union to verify your Third Party Account through the use of a trial transfer, in which three low value payments will be credited to the account. Once the verification process is successful, each Third Party Account will become a Verified Account.

Limits on Open Transfers

Daily \$2,010
Weekly \$5,010
Monthly \$10,010*

*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which an Open Transfer request is executed (i.e., originated) by Frontwave Credit Union.

Service Fees and Charges: You understand and agree that you are responsible for paying all fees associated with your use of the Open Transfer Service. You authorize Frontwave Credit Union to charge your Eligible Frontwave Credit Union Account (or any other of your accounts at Frontwave Credit Union) for any service fees and charges applicable to transfers requested through the Open Transfer Service in accordance with Frontwave Credit Union's fee schedule in effect at the time you make an Open Transfer request. Frontwave Credit Union reserves the right to change the fees charged for the use of the Open Transfer Service. A link to the Fee Schedule for the Open Transfer Service is provided at the end of the Agreement.

Execution of a Request for an Open Transfer Standard Transfers: Your request for a Standard transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 5:00 p.m. ET. If your request for a Standard transfer is received by Frontwave Credit Union on a day that is not a Business Day or on a Business Day after the established cutoff hour, Frontwave Credit Union will not process your request until the next Business Day.

Actions Taken Upon an Unsuccessful Open Transfer: If the funds transfer fails Frontwave Credit Union will notify you by e-mail so that you may contact the financial institution where your Verified Account is held in order to understand the reason for such failure.

Rejection of an Open Transfer Request: Frontwave Credit Union reserves the right to reject your funds transfer request. Frontwave Credit Union may reject your request if the dollar value of one or more of your transfer requests exceed your daily or monthly transfer limit (as more fully described above), if you have insufficient available funds in your Eligible Frontwave Credit Union Account for the amount of the Open Transfer, plus any applicable fee, if your request is incomplete or unclear, if Frontwave Credit Union identifies a security risk related to a requested transfer or if Frontwave Credit Union is unable to fulfill your request for any other reason. You understand and agree that if Frontwave Credit Union rejects a request for an Open Transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as Frontwave Credit Union has determined to reject the request.

Cancellations, Amendments or Recalls of an Open Transfer Request: You may cancel or amend a funds transfer request only if Frontwave Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides Frontwave Credit Union with a reasonable opportunity to act upon that request. Frontwave Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your 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. You agree not to request any Remote 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: You agree that Frontwave Credit Union shall not be responsible for any delay, failure to execute, or misexecution of your funds transfer request due to circumstances beyond Frontwave Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. FRONTWAVE CREDIT UNION MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT your BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

Unauthorized Open Transfer: You understand that if you think that your Frontwave Credit Union Debit/ATM Card has been lost or stolen, someone else has learned your access credentials for internet banking or an unauthorized Open Transfer or other type of online transaction has been made from one of your accounts, you must notify Frontwave Credit Union immediately by telephone at 1-800-736-4500 or, if you are unable to telephone Frontwave Credit Union, in writing to:

**Frontwave Credit Union
1278 Rocky Point Drive
Oceanside, CA 92056**

By providing such prompt notice, you may limit your personal liability for unauthorized transfers, as more fully described in the "Unauthorized Transactions" section of the Electronic Funds Transfer Agreement and Disclosure Statement.

Significance of E-Mail Notices: About the Open Transfer Service: You agree that all e-mail notices sent to you regarding status of your Open Transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to an Open Transfer. You acknowledge and agree that these notices will be sent to the e-mail address contained within the Internet Banking service you provided during your enrollment in the service, even if you have informed Frontwave Credit Union separately in the past (or choose to do so in the future) to not send you marketing messages at that same e-mail address.

Means of Transfer: You understand that Frontwave Credit Union uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. Frontwave Credit Union may choose any reasonable means that Frontwave Credit Union considers suitable to complete a transfer that you request using the Open Transfer service. You authorize Frontwave Credit Union to choose the means it deems suitable to cause each of your Open 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. You 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, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

Currency of Funds Transfer: The Open Transfer service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

No Unlawful or Prohibited Use: As a condition of using the Open Transfer service, you warrant to Frontwave Credit Union that you will not use the Open 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. You further warrant and represent that you will not use the Open Transfer service in any manner that could damage, disable, overburden, or impair the Open Transfer service or interfere with any other party's use and enjoyment of such service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Open Transfer service. You 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: Frontwave Credit Union may modify or discontinue the Open Transfer service, with or without notice, without liability to you at any time. Frontwave Credit Union reserves the right, subject

to applicable law and regulation, to terminate your right to use the Open Transfer service at any time and for any reason, including, without limitation, if Frontwave Credit Union, in its sole judgment, believes you have engaged in conduct or activities that violate any of the terms of this Agreement or, if you provide Frontwave Credit Union with false or misleading information or interfere with other users or in the administration of the Open Transfer service.

Proprietary Rights: You acknowledge and agree that Frontwave Credit Union and its agents own all rights in and to the Open Transfer service. You are permitted to use the Open Transfer service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Open Transfer service or any of your other services or technology.

Indemnity: In consideration of the Agreement by Frontwave Credit Union to act upon your request to make an Open transfer in the manner provided in this Agreement, you agree to indemnify and hold Frontwave 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 Open Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify Frontwave Credit Union against its gross negligence, bad faith, or willful misconduct.

Claims; Limitation of Liability; No Warranty: You agree that within thirty (30) days after you receive notification that your Open transfer request has been executed, you will tell Frontwave Credit Union of any errors, delays, or other problems related to your request. If your funds transfer request is delayed or erroneously executed as a result of Frontwave Credit Union's error, Frontwave Credit Union's sole obligation to you is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by Frontwave Credit Union shall be at Frontwave Credit Union's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. In any event, if you fail to notify Frontwave Credit Union of any claim concerning your funds transfer request within one (1) year from the date that you receive notification that your request has been executed, any claim by you shall be barred under applicable law.

I AGREE THAT FRONTWAVE CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) YOUR GRANTING FRONTWAVE CREDIT UNION 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 YOUR OPEN 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 FRONTWAVE CREDIT UNION BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR OPEN TRANSFER REQUEST. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, FRONTWAVE 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. FRONTWAVE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE OPEN TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE OPEN TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY FRONTWAVE CREDIT UNION FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE OPEN TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

Amendments: You agree that Frontwave Credit Union reserve the right to change the terms and conditions of this Agreement as required by law or Frontwave Credit Union policy. Unless otherwise required by law, Frontwave Credit Union may amend this Agreement without prior notice to me. If Frontwave Credit Union chooses to notify you of an amendment or is required to do so by law, Frontwave Credit Union may ask you to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to you at the last address Frontwave Credit Union has on file for me.

Governing Law: This Agreement shall be governed by the laws of the state in which the home financial center of the Eligible Frontwave Credit Union Account from which funds transfer was made is located and federal law, as applicable.

Electronic Consent and Acceptance of Terms and Conditions: In order to enroll to use the Open Transfer service, you consent to receive and accept the terms and conditions of the User Agreement for Open Transfer Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, Frontwave Credit Union will notify you by e-mail, at the public e-mail address you have provided for notices

pertaining to this service, of the new or different terms and conditions or will provide you with a link within such e-mail where you may view the new or different terms and conditions on a web site. You understand and agree that Frontwave Credit Union reserves the right to provide any such notices to you in printed form. A record of each funds transfer request will be made available to you electronically at the time each Open Transfer is requested and in summary form as part of the periodic statement for your Eligible Frontwave Credit Union Account to or from which the IIT transfer is requested. You may withdraw your consent to having this information provided to you electronically by contacting Frontwave Credit Union by telephone at 1-800-736-4500, however, by doing so you understand that you will terminate your right to use the Open Transfer service. Withdrawing your consent in this manner will not prevent you from reenrolling for the Open Transfer service.

Required Equipment: In order to use the Open Transfer service and to view and retain a copy of the terms and conditions contained in this Agreement, you understand that you 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. You understand that you can also obtain a printed copy of this Agreement by calling 1-800-736-4500.

Consent and Agreement: By clicking on the "I Agree" button below, you agree: (1) you have software and equipment that satisfies the above requirements; (2) to receive information about the Open Transfer 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 Open Transfer service can only occur electronically, you understand that you will be unable to proceed if you do not click on this button. Frontwave Credit Union reserves the right to provide information and notices about the Open Transfer service to you by non-electronic means.

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