

EXCEL FEDERAL CREDIT UNION'S

Online Banking External Transfer Authorization and Service Agreement

This Online Banking External Transfer Authorization and Service Agreement (“Agreement”) states the terms and conditions governing your use of External Transfers within our Online Banking (“Service”) that will enable you to perform the transactions described in this Agreement. When you use or access, or permit any other person(s) or entity to use or access the Service, you agree to be bound by the terms of this Agreement. You must follow all of our instructions and procedures applicable to the Service covered by this Agreement.

By agreeing below and electing to enroll in the Service, you: (i) represent and warrant that you are acting with full authority and are duly authorized to execute this Agreement; (ii) represent that you are the owner of the account(s) selected for the Service or are an authorized signer with the authority to view account information and effect transactions on the account(s) accessible through the Service; (iii) authorize Excel Federal Credit Union to transfer funds electronically between your External Account(s) and your account(s) at Excel Federal Credit Union according to your instructions; (iv) indicate your acceptance of the terms and conditions of this Agreement in this electronic format; (v) and acknowledge that you have read, understand and agree to the terms in this Agreement. If you do not agree to the terms of this Agreement or do not accept the electronic version of this Agreement, please exit this Agreement and leave this area of our website.

Explanation of Certain Terms:

"We", "us" and "our" means Excel Federal Credit Union and all of its respective successors or assigns.

"You" and "your" mean each person or business entity that has an ownership interest in or is an authorized signer with the authority to view account information and effect transactions on the account(s) accessible through the Service.

Access Codes: means the member account number, log-in, password and any other means of access to our Online Banking and External Transfers we establish or provide for you.

Business Day: means days Monday through Friday, but does not include holidays.

Cancelled: means funds will neither be processed nor sent for any reason.

Completed: means funds have been successfully processed. It does not mean funds have necessarily been made available in your “Pay To” Account.

External Account: means an account held by a financial institution other than Excel Federal Credit Union.

External Transfer: means an electronic transfer of funds between your account at Excel Federal Credit Union and an External Account. An External Transfer may be an Inbound Transfer or an Outbound Transfer.

Inbound Transfer: means an electronic transfer of funds to your account at Excel Federal Credit Union from an External Account.

Online Banking: means the services provided which allow you to, over the Internet, access information about your accounts, transfer funds between accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.

Outbound Transfer: means an electronic transfer of funds from your account at Excel Federal Credit Union to an External Account.

“Pay From” Account: means the account from which funds will be sent.

“Pay To” Account: means the account to which funds will be transferred.

Transfer Date: means the day that you schedule the External Transfer to be made.

Account Ownership:

You agree that you will only register an External Account that you own and which is titled in your name or for which you are an authorized signer with the authority to view account information and effect transactions on such account. We may verify that you own or are an authorized signer for an External Account. We may require additional verification of your ownership of or authority for any External Account by any reasonable method at any time, including without limitation before or after registering the account and before or after allowing any transfer activity with respect to that account, at our sole discretion.

Account Eligibility:

You must be a named owner, named obligor or named authorized signer in our records on your account with us in order to enroll for the Service. Any account requiring more than one signature for withdrawal, draw or transfer of funds is not eligible for the Service. You agree not to register any account for the Service that requires more than one signature to withdraw, draw, or transfer funds. You agree not to change the account documentation for accounts registered with the Service to require two or more signatures until you have removed access to the account from the Service. Any type of account with us, excluding IRA accounts, may be eligible to be a Pay To Account or a Pay From Account for an External Transfer subject to any transaction limitations explained in your account agreement with us. Your External Account must be a checking or savings account in order for you to be able to register the account for the Service. Please note that your External Account may be subject to transaction limitations. Contact the financial institution at which your External Account is held for any transaction limitations imposed on your External Account.

Service Eligibility and Transfer Restrictions:

You must first enroll in our Online Banking service in order to enroll in the Service. You must also have at least one account with us that are eligible for the Service to designate as a Pay From Account and/or a Pay To Account, as applicable. YOU AGREE THAT YOU WILL NOT USE THE SERVICE FOR TRANSFERRING FUNDS INTERNATIONALLY AND AGREE THAT YOU WILL NOT USE THE SERVICE FOR INTERNATIONAL ACH TRANSACTIONS, WHICH ARE PROHIBITED UNDER THIS AGREEMENT. You further agree not to use the Service to send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. We reserve the right to determine your eligibility for any product or service we offer, at our sole discretion. All External Transfers must be made in U.S. Dollars.

Enrollment and Registration of External Accounts:

You may separately enroll for the Service within Online Banking for the option to transfer funds between your account with us and an External Account held at another financial institution. To enroll, you will need to register each External Account that you wish to use for the Service. YOU AGREE THAT YOU WILL ONLY ATTEMPT TO REGISTER EXTERNAL ACCOUNT(S) FOR WHICH YOU HAVE THE AUTHORITY TO TRANSFER FUNDS. You agree that we may limit the number of External Accounts that you may register for the Service. You agree that you may only register External Accounts held at domestic (U.S.) financial institutions for the Service. To register an External Account, you must provide us with information about your External Account, including without limitation the account number of your External Account, the routing number of the financial institution at which your External Account is held, and whether your External Account is a checking or savings account. You must also follow any instructions we provide for verification of your External Account, which may include without limitation providing us with the amounts of small, randomly generated deposits sent to your External Account. If you want to register an External Account that is a savings account, please contact your financial institution at which the External Account is held for the routing number used for savings deposits, as it may be different than the routing number used for other types of accounts. Also, you will need to verify that your External Account allows ACH transactions, as not all accounts may allow ACH transactions. We reserve the right to reject your enrollment in the Service or registration of your External Account for any reason, including without limitation potential or actual fraud, misuse of the Service, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC), or an incomplete enrollment or registration request.

External Account Information:

You agree that it is your responsibility to ensure that you provide us with the correct information for your External Account during the registration process. External Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect External Account number to us, we are NOT responsible for returning funds that we cannot recover. You agree not to transfer any funds to or from an External Account when the transaction is not permitted under any rule, regulation, or agreement applicable to your External Account or the financial institution at which your External Account is held. You agree to obtain any and all permissions required by the financial institution at which your External Account is held prior to transferring funds to or from an External Account.

Transfer Types and Processing External Transfers:

You may use the Service to conduct Inbound Transfers and Outbound Transfers. An Inbound Transfer moves funds into an account with us from an account outside Excel Federal Credit Union. An Outbound Transfer moves funds from an account with us to an account outside Excel Federal Credit Union. At least one account for each External Transfer must be an account with us that is eligible for the Service and designated as a Pay From Account or a Pay To Account. To create an External Transfer, you must provide us with the Pay From Account, the Pay To Account, the Transfer Date, and the amount of funds you would like to transfer between the Pay From Account and the Pay To Account. You must approve each External Transfer you create prior to the Cut-Off Time on the Transfer Date or your External Transfer will not be processed. You authorize us to charge your designated Pay From Account for each External Transfer that is approved. You agree to have sufficient available funds in your Pay From Account on the Transfer Date to cover each External Transfer you make and any fees that might be associated with such transfer until the transfer is Completed or Cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in your Pay From Account on the Transfer Date until the transfer is Completed or Cancelled. Please see the section below entitled "Transfers Involving Insufficient Funds" for more information. Inbound Transfers are sent to the

financial institution at which your External Account is held after the Cut-Off Time on the Transfer Date for processing and are subject to the processing times of the financial institution holding the External Account. Please allow four to five Business Days after the Transfer Date for the transfer to be Completed and the funds to be made available in your Pay To Account with us. Outbound Transfers will be deducted from the Pay From Account held by us within one Business Day after the day you make an External Transfer. Please consult the financial institution at which your External Account is held for details on when the transfer will be Completed and the transferred funds made available in your External Account. If you use the Service to make an External Transfer from or to an account with transaction limitations, such as a money market account or a savings account, the External Transfer may be a restricted transfer subject to certain limitations. Please refer to the account agreement applicable to your account(s) for further details.

When External Transfers are Made:

External Transfers are not Completed at the time we receive your instructions. You must also approve each External Transfer prior to the Cut-Off Time on the Transfer Date for such transfer to be made and Completed. An External Transfer that has not been approved as of the Cut-Off Time on the Transfer Date will NOT be processed and will NOT be Completed. If the Transfer Date is a Business Day, an External Transfer is considered made as of the Cut-Off Time on the Transfer Date of each approved transfer. If the Transfer Date is not a Business Day, an External Transfer is considered made on the next Business Day after the Transfer Date of each approved transfer. We will begin to process the External Transfer after the Cut-Off Time on the scheduled Transfer Date. Please allow three to four Business Days for processing to be Completed. The availability of funds transferred through the Service may also be subject to additional delay due to the processing times of the financial institution at which the External Account is held. Information you obtain about your accounts using an Online Banking service may not reflect External Transfers that have not yet been processed and Completed. You should keep this in mind when you perform or attempt to perform any transactions on the basis of such information.

Cut-Off Time:

The Cut-Off Time is 1:00 PM EST. The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you provide any External Transfer information or approvals to us sufficiently in advance of any Cut-Off Time to eliminate the possibility of missing the cutoff.

Modifying or Cancelling Transfers:

External Transfers may be modified or cancelled prior to the Cut-Off Time on the Transfer Date. To modify or cancel an External Transfer, you may access the appropriate function within the Online Banking service prior to the Cut-Off Time on the Transfer Date, and either modify or cancel it accordingly. After the Cut-Off Time on the Transfer Date, an External Transfer that has been approved is submitted to us and our service provider(s) for processing and we will not have sufficient time to respond to any modification or cancellation requests.

Preauthorized Recurring Fund Transfers:

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on External Transfers:

We reserve the right to limit or suspend access to the Service as we deem necessary for security reasons. For security reasons, we limit the number and dollar amount of transactions you can make using the Service. Transfer limits are limits on the aggregate number of daily and monthly transactions you can make as well as limits on the aggregate dollar amount of daily and monthly transactions you can make. Transfer limits apply to the total number and dollar amount of External Transfers on all accounts with us, regardless of which accounts you use to make an External Transfer. Each External Transfer will count toward the limit for the day and month in which such transfer is made. These limits may be disclosed to you upon registration of your External Account. We may change your transfer limits at any time. Any decrease in your transfer limits may be subject to notice, as required by applicable law, but you agree that we may cancel your access to the Service or reduce your limits on the number or amount of transactions you can make using the Service, without prior notice, upon the occurrence of any one of the following events: Any of your accounts with us are not current or are not in good standing. You have had an overdraft or an item returned for insufficient funds with respect to any account with us during the current or three prior calendar months. You have had any prior transfer to or from an External Account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Electronic Fund Transfer Limitations on Certain Accounts:

Not all types of accounts may be eligible for electronic fund transfers. You may be subject to penalties by the financial institution at which your External Account is held. You may suffer negative tax consequences for certain transactions involving retirement, savings, trust, loan, custodial, business and other types of accounts. It is your responsibility to consult with the financial institution at which your External Account is held for any restrictions imposed by that financial institution regarding transfers to or from an External Account. We are not responsible for indirect, incidental, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or imposed by any applicable law.

Fees:

We do not charge a fee for use of the Service. We may change our fee schedule at any time. If we make a change, you will be notified as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

Statements:

Your External Transfers will be included on the periodic statements we provide or make accessible to you for your accounts with us. You must promptly examine your account statement. You should also review the statement for your External Account that is provided by your financial institution at which your External Account is held. You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Your Liability for Authorized Transfers:

YOU ARE LIABLE FOR ALL EXTERNAL TRANSFERS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. If you permit other persons to use the Service or your Access Codes, you are responsible for any transactions they authorize from your accounts. If you have given someone your Access Codes and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your Access Codes or take additional steps to prevent further access by such person.

Notify us IMMEDIATELY of Unauthorized Transfers:

Tell us AT ONCE if you believe your Access Codes have been lost, stolen, otherwise compromised or used without your authorization or if you believe someone has transferred or may transfer money from your account without your permission. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). Call us at (770) 441-9235 or write to us at: 5070 Peachtree Industrial Blvd., Peachtree Corners, GA 30071. If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose. You should also notify the financial institution holding your External Account and refer to your applicable account agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relating to those External Accounts.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS:

CONSUMER ACCOUNTS ONLY This section applies only to transactions from consumer accounts. If you tell us within 2 business days after you learn of the loss or theft of your Access Codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Access Codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00. Also, TELL US AT ONCE if your statement for a consumer account shows transfers covered by this Agreement that you did not make or authorize. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

In Case of Errors or Questions About Your Electronic Transfers: Consumer Accounts Only:

This section applies only to transactions from consumer accounts. Call us at (770) 441-9235 or write to us at: 5070 Peachtree Industrial Blvd., Peachtree Corners, GA 30071 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require you to send us your complaint or question in writing so that we receive it within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask

you to put your complaint or question in writing and we do not receive it within 10 Business Days, we are not required to provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already had an established account with us before this account was opened. When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Transfers Involving Insufficient Funds:

If you instruct us to make an External Transfer and you do not have a sufficient balance in your Pay From Account to cover such transfer until the transfer is Completed or Cancelled, we are NOT obligated to transfer funds in accordance with your instructions. We may, at our sole discretion: honor the funds transfer under the terms of any overdraft protection plan you have established; honor the funds transfer and create an overdraft in your account, and we may exercise any right to repayment under any agreement you have with us; refuse to Complete the transaction, even if there are sufficient funds in accounts with us other than your Pay From Account; or cancel any and all current or future External Transfers to any and all External Accounts. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for fees, including without limitation a non-sufficient funds fee, under the terms governing the account from which you made, or attempted to make, the transfer. Your obligations under this paragraph shall survive termination of the Agreement.

Our Liability for Failure to Complete Transfers: Consumer Accounts Only:

This section applies only to transactions from consumer accounts. If we do not complete an External Transfer on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: if, through no fault of ours, you do not have enough money in your account to make the transfer; if the funds in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction; if we reverse a transfer because of insufficient funds; if an account has been closed or is not in good standing; if the Service, the Online Banking service, or your operating system or software was not functioning properly at the time you attempted to initiate such transfer and it was or should have been apparent to you at the time you began the transaction; if your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction; if the financial institution at which your External Account is held mishandles or delays processing or posting a transfer sent using the Service; if you have not provided us with complete, correct, or current account numbers or other identifying information so that we can properly complete the transaction; if you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware; if you have not provided us with complete and correct External Transfer information, including without limitation the transfer amount for a transfer; if circumstances beyond our control (such as fire or flood)

prevent the transfer, despite reasonable precautions that we have taken; or for any other reason stated elsewhere in this Agreement. The list of examples set out in this section is meant to illustrate circumstances under which we would not be liable for failing to make a transfer and is not intended to list all of the circumstances where we would not be liable. In the event we are ever liable to you for damages related to the Service, your damages will be limited to actual damages only. We will not be responsible for indirect, special, incidental or consequential damages, court costs or attorneys' fees.

Communications Link and Equipment:

It is your responsibility to obtain and maintain your online communications link to our Service and ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use the Service ("Systems"). This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or the Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

Risk Of Loss:

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated; were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Access Codes:

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Service, you agree to protect and keep confidential all Access Codes or other means of accessing your accounts via the Service. The loss, theft, or unauthorized use of your Access Codes could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Access Codes to any person or entity, you assume all risks and losses associated with such disclosure. If you permit any other person or entity to use the Service or to access or use your Access Codes or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person or entity. If you believe someone may attempt to use or has used the Service without your permission, or that any other

unauthorized use or security breach has occurred, you agree to immediately notify us at the contact information provided under the section above entitled "Notify us IMMEDIATELY of Unauthorized Transfers". We may at our option change the parameters for the Access Codes used to access and use the Service without prior notice to you, and if we do so, you will be required to change your Access Codes the next time you access the Service.

Notices and Communications:

You agree that by using the Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Service may be sent to you electronically, or in any other manner permitted by law including but not limited to posting it on our website. Except as otherwise provided in this Agreement, all notices or other communications sent to you will be effective on the date we send them to your last known mailing address that we have for you in our records or we make such notices or other communications available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Limitation of Liability; No Warranties:

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF

PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Records:

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Attorney Fees:

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

Choice of Law and Severability:

External Transfers and the transmission and issuance of data related to such transfers shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your account(s) with us or your External Account shall be provisional until such credit has been finally settled by us or the financial institution at which the External Account is held, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for an External Transfer for any reason, we shall charge back the amount of such transfer to the Pay To Account or Pay From Account (as applicable) or any other of your accounts or claim a refund from you. Regardless of where you live, work, access our Online Banking service, register an External Account, or make an External Transfer, this Agreement shall be governed by and construed in accordance with the federal law of the United States of America and the internal law of the State of Georgia. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Waiver:

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Changing Terms and Terminating This Agreement:

This Agreement will stay in effect until it is changed or terminated. We have the right to terminate this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further External Transfers will be made, including but not limited to any approved transfers scheduled in advance or any preauthorized recurring transfers. We also have the right to make changes to this Agreement, including but not limited to the fees and charges applicable to the Service, at any time. Any changes to this Agreement may include the addition of new charges or terms. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made any changes to the Agreement will be considered your agreement to the change. You may terminate this Agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further External Transfers will be made, including but not limited to any approved transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Disclosure of Information to Others:

See our separate Privacy Policy for more information about how we share your information and your option(s) to limit this sharing. Please contact us for a copy of our Privacy Policy or, to access it online, click the “Privacy Policy” link on our website www.excelfcu.org.

Additional Terms:

The terms and conditions of this Agreement are in addition to any other agreement(s) and/or disclosures related to your account(s) and provided to you separately. Please refer to the Consumer Terms and Conditions and Membership Agreement and the Online Access Agreement and Disclosure Statement for additional terms and conditions related to your account and use of the website. If you receive electronic delivery of information related to your account, please also refer to the Consent to Electronic Records Disclosure and Agreement(s) for additional terms and conditions related to your account and use of the website.

Indemnification:

By using the Service, you agree to indemnify, defend, and hold us harmless from any claim, action, liability, loss, damage or suit arising out of any action or inaction on its part in connection with this Agreement and/or your failure to abide by its terms. You understand and agree, if an Outbound Transfer is rejected or returned by the receiving financial institution, we will recredit your account and you will be solely responsible for reinitiating the Outbound Transfer. Rejected External Transfers will be subject to a returned item fee. We are not responsible for any fee the receiving financial institution may assess for processing or rejecting the External Transfer. If an item is returned to us, we reserve the right to reject future External Transfers.

This External Transfer Agreement is a supplement to Excel Federal Credit Union's Agreements and Disclosures. By clicking the **CONFIRM** button below, you acknowledge receipt of the Agreements and Disclosures and agree to its terms.

Please print this authorization for your records

You may contact us for a copy of these agreements and any other agreements applicable to your account(s), which may also be found at www.excelfcu.org.