



## External Account Transfer Service Agreement

Welcome to **Caltech Employees Federal Credit Union's External Accounts Transfer Service**. With this Service, you may transfer funds from your Credit Union account(s) to your other financial institutions and from your other financial institutions to your Credit Union account(s).

Please take a moment to read this External Accounts Transfer Service Agreement (referred to throughout as the "Agreement"). As used in the Agreement, the words "you" and "your" refer to you as the user of the Service; the words "we", "us", "our" and any other variation thereof refer to Caltech Employees Federal Credit Union (CEFCU).

### Acceptance of Terms

This Agreement establishes the terms and conditions (the "Terms") that our service provider and CEFCU will provide and you may use the Service and forms as a legally binding agreement between you and CEFCU. By setting up an External Account, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. CEFCU reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, CEFCU will notify you of any material change to the Terms. CEFCU will notify you by email or by conventional mail, at its discretion of any material change to the Terms. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, send CEFCU an email at [eServices@cefcu.org](mailto:eServices@cefcu.org) or, if you prefer, send a registered or certified letter to Caltech Employees Federal Credit Union at P. O. Box 11001, La Cañada Flintridge, CA 91012, Attention: Electronic Services Department. Once your account with CEFCU has terminated for any reason, you will have no further right or access to use the External Accounts Transfer Service. To use this Service you must be at least eighteen (18) years old and be a resident of the United States.

### Information Authorization

By using this Service, you authorize us to verify your identity through our Identity Service and Fraud Detection provider. We reserve the right to deny you access to the Service if we cannot verify your identity or other necessary information. We also reserve the right to obtain such additional information as we deem reasonable or necessary to insure that you, or persons to whom you may transfer funds, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

We may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be credited to and debited from the Account(s). The test credit will always occur before the test debit and will always be of the same amount, so that the balance of your Account(s) will never be less than the actual balance.

Once the test transfer is complete we may ask you to access your Account(s) to tell us the amount of the test credit(s) and/or debit(s) or any additional information reported by your bank with the test transfer(s).

## User Content

Subject to CEFCU's Privacy statement, you agree that CEFCU may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to CEFCU for the purpose of providing the Service, and you hereby give CEFCU a license to do so. By submitting Content, you represent that you have the right to license such Content to CEFCU for the purposes set forth in this Agreement.

## Accounts

You understand that in order to complete fund transfers, it is necessary for CEFCU and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfer you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfer or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing CEFCU is true, current, correct and complete. You hereby authorize and permit CEFCU and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

You understand and agree that at all times your relationship with each Account provider is independent of CEFCU and your use of this Service. CEFCU will not be responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN CEFCU AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, CEFCU AND OUR SERVICE PROVIDER ARE ACTING AS YOUR AGENT AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that CEFCU, its service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for External Accounts Transfer Service. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

## Electronic Communications

**A. General Consent; Categories of Records.** The External Accounts Transfer Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically and that the following categories of information ("Communications") may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.

- Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although CEFCU reserves the right to provide communications in paper format at any time, you agree that we are under no obligation to do so. All communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic communication that is important to you and retain the copy for your records. If you do not agree to receive this Agreement or the communications electronically, you may not use the Service.

- B. How to Withdraw Consent.** If you have registered for the Service and you wish to withdraw your consent to have communications provided in electronic form, you must cancel any pending transfer requests (within the time period permitted by the Service cancellation policies) and stop using the Service. There are no fees to cancel a pending transfer request (as long as such cancellation is made within the time period permitted by the Service cancellation policies).
- C. How to Update Your Records.** You agree to promptly update your registration records if your email address or other information changes. You may update your records, such as your email address, by clicking the User Options link in eBranch then selecting the appropriate option.
- D. Delivery of Electronic Communications.** Communications may be posted on the pages of the Service website or other website disclosed to you and/or delivered to the email address you provide. Any electronic communication sent by email will be deemed to have been received by you when CEFCU sends it to you, whether or not you received the email. If the communication is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after we post the communication on the pages of the Service, whether or not you retrieve the communication. An electronic communication by email is considered to be sent at the time that it is directed by CEFCU's email server to the appropriate email address. An electronic communication made by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic communications.
- E. Hardware and Software Requirements.** In order to access and retain Communications, you must have:
- An Internet browser that supports 128-bit encryption, such as Microsoft Edge, Chrome, Firefox, or Safari.
  - Email account and email software capable of reading and responding to email messages.
  - A personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing.
  - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
  - A printer that is capable of printing from your browser and email software.

## **Privacy Statement and Confidentiality**

We regard your privacy and security with the utmost importance and we are absolutely committed to safeguarding any information that you share with us. In order to provide the External Accounts Transfer Service, we must obtain from you certain personal information about you, your Accounts and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our privacy statement.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. You can see a full description of our privacy statement by clicking on "Privacy Notice" at [www.cefcu.org](http://www.cefcu.org).

## **Business and Processing Days**

The Service will process requests for transfers on business days. Our business days are Monday through Friday, excluding Federal holidays. The Processing Day cut-off times are 10:00 a.m. and 3:00 p.m. Pacific Time. Transaction submitted after 3:00 p.m. will not be processed until the next Business Day.

## **Transfer Types and Limitations**

### **Types of Transfers**

Transfers can be between your Credit Union Accounts and your accounts at other financial institutions.

Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may at any time decline to execute any fund transfers that we believe may violate applicable law.

### **Frequency of Transfers**

You may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. We may from time to time, for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

### **Dollar Amount of Transfers**

You may not make funds transfers in excess of limits described on the Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our Service.

- **Outbound Transfers** (from your Credit Union account into your account at another financial institution) have a \$20,000 per day limit. Outbound Transfer request submitted prior to 10:00 a.m. (Pacific Time) will be received by your other financial institution the same business day. Outbound External Transfer request submitted after 10:00 a.m. (Pacific Time) will be received by your other financial institution on the next business day.
- **Inbound Transfers** (from your other financial institution into your Credit Union account) have a \$10,000 per day limit. Inbound External Transfer request submitted prior to 10:00 a.m. (Pacific Time) will be credited to your CEFCU account by 4:00 p.m. (Pacific Time) on the same business day. Inbound External Transfer request submitted after 10:00 a.m. (Pacific Time) will be credited to your CEFCU account on the next business day.

## **Inbound External Transfer Funds Availability**

Inbound External Transfer funds may not be available to you until the 3rd business day after the day we credit your account. The first \$225 of your transfer, will be made available on the next business day.

### **Transfers Subject to the Rules of the Accounts**

All funds transfers are also subject to the rules and regulations governing the relevant Accounts. You agree not to effect any funds transfers from or to an Account that are not allowed under the rules or regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of anti-money laundering laws and OFAC sanctions.

### **Rejection of Transfers**

We reserve the right to decline to effect any funds transfers, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

### **Authorization**

You authorize us to select any means to execute your funds transfer instructions. You understand that to effect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules; we debit one of your Accounts and credit another one of your Accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize our service provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

You understand and agree that we may from time to time impose additional charges in connection with your funds transfer transactions. CEFCU will notify you of such fee in advance of the transaction. If you choose to proceed with the transaction, you authorize CEFCU to debit your account in the amount indicated.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "Documentation," below).

### **Suspension and Reinstatement of External Accounts Transfer Service**

In the event that we at any time incur a problem with your use of the Service, including without limitation a fail in External Accounts Transfer Service to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "Error Reporting and Claims," below). We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, CEFCU in our sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers," above).

## **Documentation**

We notify you that we have received funds transfers by listing them on your account statement. Statements are delivered electronically or by mail. We are not obligated to send you a separate notice of each incoming funds transfer. We generally do not provide such separate notices. We are not obligated to pay you interest for the period before the transfer is received. If you are expecting a funds transfer and want to find out if it has been credited to your Credit Union account, log into eBranch or contact us at 800-592-3328, option 3.

## **Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, CEFUCU reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

## **Contact in the Event of Unauthorized Transfer**

If you believe that someone has transferred or may transfer money from your Account without your permission, immediately call: 1-800-592-3328, option 3 or fax: 1-818-949-5925, or email at [eServices@cefcu.org](mailto:eServices@cefcu.org), or write: Caltech Employees Federal Credit Union at P. O. Box 11001, La Cañada Flintridge, CA 91012, Attention: Electronic Services Department.

## **Consumer Liability**

You agree to notify us AT ONCE if you believe your eBranch password has been lost or stolen. Telephoning us promptly is the best way to protect you from possible losses. If you never tell us, you could lose all of the money in your account. However, if you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

## **Error Reporting and Claims**

In case of errors or questions about your funds transfers, email us at [eServices@cefcu.org](mailto:eServices@cefcu.org) or telephone us at 1-800-592-3328, option 3 or write and send to Caltech Employees Federal Credit Union at P. O. Box 11001, La Cañada Flintridge, CA 91012, Attention: Electronic Services Department as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you within 60 days after we send you your statement.

- (1) Tell us your name and the account number. (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in 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 that you send us your complaint or question in writing 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 credit your Account within 10 business days for the amount you believe is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your Account.

We will tell you the results within three business days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions where you have other Accounts. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

### **Proprietary Rights**

You acknowledge and agree that CEFCU and/or our service provider own all rights in and to the External Accounts Transfer Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile CEFCU and/or our service provider's External Accounts Transfer Service or any of CEFCU and/or our service provider's services or technology.

### **No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to us that you will not use the 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 Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use External Accounts Transfer Service to obtain any materials or information through any means not intentionally made available or provided for through the 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**

We may modify or discontinue the Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of CEFCU and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our External Accounts Transfer Service.

Once your account with CEFCU has terminated for any reason, you will have no further right or access to use the External Accounts Transfer Service and CEFCU will not access your Accounts thereafter for any reason.

If you fail to log-in to eBranch within an eighteen (18) month time frame, you will be deleted from eBranch. Any pending scheduled transfers through this Service will be canceled at the time you are deleted from eBranch.

### **Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

### **Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

### **Account Number Policy**

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if the account number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and account numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and account numbers.

### **Means of Transfer**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. We may select any intermediary financial institution, funds transfer system or means of transmittal to send your funds transfer. Our selection may differ from that indicated in your instructions. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period.

### **Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. CEFCU is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, CEFCU shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of CEFCU hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we



are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if the CEFCU website was not working properly and you knew about the breakdown when you started the funds transfer.

### **Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT OUR EXTERNAL ACCOUNTS TRANSFER SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE EXTERNAL ACCOUNTS TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL ACCOUNTS TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CEFCU WEB SITE OR IN THIS AGREEMENT, WE 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, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL ACCOUNTS TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL ACCOUNTS TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE EXTERNAL ACCOUNTS TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE EXTERNAL ACCOUNTS TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE EXTERNAL ACCOUNTS TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to indemnify, defend and hold harmless CEFCU, its partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the External Accounts Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by

any other user of your External Account Funds Transfer account, of any intellectual property or other right of any person or entity.

### **Miscellaneous**

You understand and agree that our service provider is not a bank, a broker-dealer firm or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the External Accounts Transfer Service and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. CEFCU's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of CEFCU's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the External Accounts Transfer Service. This Agreement may be amended, or any of CEFCU's rights waived, only if CEFCU agrees in writing to such changes, or you continue using the External Accounts Transfer Service following receipt of notice of any changes proposed by CEFCU. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the Services, at CEFCU's discretion. All notices to CEFCU must be made in writing and sent to Caltech Employees Federal Credit Union at P. O. Box 11001, La Cañada Flintridge, CA 91012, Attention: Electronic Services Department. This Agreement is personal to you and you may not assign it to anyone.

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws, provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon you establishing an External Account for the External Accounts Transfer Service.