

## Money Mover Service ACH Debit Origination Agreement and Disclosure

**INTRODUCTION:** This Agreement and Disclosure informs you of certain terms and conditions of the Money Mover Service preauthorized ACH debit origination and electronic funds transfer/payment service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words "you", "your" and "yours" mean each person who signs the Money Mover Service Authorization form. The words "us", "we", and "Logix" each mean Logix Federal Credit Union. You acknowledge that the origination of ACH transactions to or from your account must comply with the provisions of U.S. law.

**TYPES OF PREAUTHORIZED TRANSFERS:** By completing the Money Mover Service ACH Debit Origination Authorization or other Money Mover Service Application, you authorize Logix to initiate recurring electronic transfers of funds (ACH debits) from your account(s) at your designated financial institution(s) for credit/payment to your account(s) and/or loan(s) at Logix.

**BUSINESS DAYS:** Logix business days are Monday through Friday, excluding holidays. If the scheduled electronic transfer date falls on any day which is not a Logix business day, the transfer will be initiated by us on the business day prior to the scheduled transfer date.

**DETERMINING WHETHER TRANSFER HAS OCCURRED:** You may confirm receipt of funds and credit/payment to your account(s) and/or loan(s) by Online Banking, Telephone Phone Banking, or contacting us at (818) 565-2020, or Toll Free at (800) 328-5328. Receipt of funds and credit/ payment to your account(s) and/or loan(s) will be reflected on your periodic statement.

**DEPOSITED FUNDS AVAILABILITY AND DIVIDEND ACCRUAL:** Funds from electronic deposits to your Logix account(s) will be available on the day we receive the deposit in accordance with our "Funds Availability Policy". You may obtain a copy of our Funds Availability Policy upon request by calling us at (800) 328-5328, or by visiting any one of our branches. Dividends accrue from the date of deposit in accordance with our applicable account agreement with you.

**PROVISIONAL CREDIT:** Credit given by us to you with respect to an automated clearing house credit or debit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you (i.e., the Originator of the entry) will not be deemed to have paid you the amount of such entry.

When receiving a payment order, payment may be made by us, or by other banks to which the payment order is forwarded, based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by the Originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the Originator of the payment order.

**SKIP-A-PAYMENT:** If you are offered Skip-A-Payment on your consumer loan(s), your Money Mover Service debit funds/payment transfer will still be generated unless you contact us to place a stop payment on the item.

Provided certain qualifying criteria is met, Logix may make available to you the opportunity to periodically skip your consumer loan payment(s). If you receive a Skip-A-Payment notice from us and your loan payment is made via Money Mover Service, the payment deferral (skip) will **NOT automatically** occur and your Money Mover Service transfer will be initiated as regularly scheduled. Also if you have arranged to have your loan payment occur in a two-step process of Money Mover Service funds transfer to your Logix savings or checking account, and Automatic Payment transfer to make your loan payment, your Money Mover Service transfer will still occur, however the transfer to make your loan payment via Automatic Payment will **not occur** (unless you notify us of your Opt-out).

In order to prevent your Money Mover Service ACH Debit funds/payment transfer from being initiated by us, you must contact us at least three business days before the transfer is scheduled to be made. Please refer to "Right to Stop Payment" below, for further information.

**RIGHT TO STOP PAYMENT:** You have the right to stop payment on preauthorized electronic funds transfers by notifying us, either orally or in writing, at least three business days before the transfer is scheduled to be made. Logix may be contacted to place a Stop Payment Order via the web at Logixbanking.com or by calling (800) 328-5328, or visiting any one of our branches. If you order us to stop one of these transfers three or more days before the transfer is scheduled to be made, and we do not do so, we may be liable for your losses or damages.

**REPRESENTMENT OF RETURNED ITEMS:** If any ACH debit is returned to us for "Insufficient Funds", we may resubmit the debit to the designated financial institution one (1) time. If the debit is returned for Insufficient Funds upon re-presentment, we will reverse the credit to your account(s) or loan(s) and we will not again resubmit the debit until the next scheduled transfer date. If this occurs on loan payment transfers, you will be responsible to ensure that your required monthly loan payment is made. Logix reserves the right to charge you a fee for each "non-sufficient funds" ACH debit returned.

**REVOCAION OR TERMINATION OF PREAUTHORIZED TRANSFERS:** You may terminate all future preauthorized transfers under this Agreement by calling (800) 328-5328, or visiting any one of our branches, or providing written notification of termination of preauthorized transfers to Logix up to **three (3) business days** before the next scheduled date of transfer. The notification of termination of preauthorized transfer must clearly and unequivocally state that you are hereby terminating all future transfers. Specific details of the transfer(s) you wish to terminate must also be provided. If the notification is received by Logix in a timely matter, Logix will not initiate any

additional transfers thereafter unless you authorize transfers thereafter. **You are solely responsible for contacting us to revoke your authorization for transfer payments to your loans after they are paid off.** Contact us to obtain the appropriate form to revoke your ACH debit origination authorization under this Agreement.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call us or write us **IMMEDIATELY** at the telephone number or address described below if you think your statement is wrong (or shows transfers that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60 day period. When reporting potential errors or questions: (1) Tell us your name and 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 an error or why you need more information, and (3) Tell us the dollar amount of the suspected error and the date it occurred. **Contact us at: Logix, 2340 Hollywood Way, P.O. Box 6999, Burbank, California 91510 – (818) 565-2000 or (800) 328-5328.**

If you notify us verbally, we may require you to send us your complaint or question in writing within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (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 request in writing and we do not receive it within ten (10) business days, we may not re-credit your account. For errors involving new accounts, point of sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take p to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you written explanation. You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: through no fault of ours, you do not have enough available funds in the account to be debited to make the transfer; circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; the funds in the account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; or, the information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely.

**NOTICE OF VARYING AMOUNTS:** If available, and if your scheduled debits for loan payments vary in amount, you will be advised of the amount of the debit/ payment at least 10 days before the scheduled transfer date. Such notification will be satisfied by providing you with the amount due on your loan billing notice or periodic statement associated with the preauthorized electronic loan payment transfer. By selecting the Monthly Recurring Variable Amount Debit option, you authorize Logix to initiate debits of varying amounts each month against your account at the designated financial institution in an amount equal to the current month's minimum payment due on your designated Logix loan.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** Your completed electronic funds transfers/payments will appear on your Logix periodic statements. You will get a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. You may obtain confirmation of Logix's receipt of a transfer by contacting us at the telephone numbers listed above.

**CHARGES:** There are no charges to establish Money Mover Service service, however, there are charges associated with the Stop Payment of ACH debits as well as ACH Returned Items. Please refer to our Schedule of Service Charges and Fees, which can be obtained by contacting Logix at the telephone number above, or by visiting any one of our branches.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) In order to comply with government agency or court orders; or (4) If you give us your permission.

**CANCELLATION OF AGREEMENT:** Logix may cancel any or all preauthorized transfers and terminate this Agreement if you instruct us to do so or if you repeatedly have insufficient funds in your account at your designated financial institution(s) or otherwise pose a risk of financial loss to Logix. We will notify you of cancellation of the Agreement as required by law. If the Agreement is canceled, you will remain liable for any obligation to Logix.

**NOTIFICATION:** Any notification, required or appropriate, may be mailed or emailed to you at your last address known to us. Notification will be provided in accordance with the advance notice requirements as required by applicable law.

**GOVERNING LAW:** This Agreement is made in California and shall be governed by the laws of the State of California, to the extent that California law is not inconsistent with controlling Federal Law, and the National Automated Clearing House Association ("NACHA") Rules which govern ACH operations. California's "Choice of Rules" will not be applied if they would result in the application of non-California law.