



MoneyMover Service Agreement and Disclosure

In this MoneyMover Service Agreement and Disclosure the terms “you”, “your” and “yours” mean the Account Owner that has registered for the MoneyMover Service. The terms “we”, “us”, “our”, “ours”, and “Logix” each refer to and mean Logix Federal Credit Union. The term “Agreement and Disclosure” means this MoneyMover Service Agreement and Disclosure. “ACH” means Automatic Clearing House, a form of preauthorized electronic debit or credit funds transfer.

This MoneyMover Service Agreement and Disclosure governs the Logix MoneyMover Service and contains important information about the terms and conditions of the MoneyMover Service and your and our rights and obligations thereto. **Please read this Agreement and Disclosure carefully and retain it for your records.**

By registering for the MoneyMover Service and checking the **“I have read and agree to the terms and conditions of the MoneyMover Service Agreement and Disclosure”** button, you are requesting access to and use of the MoneyMover Service, affirmatively consent to conduct business electronically with Logix Federal Credit Union in connection with the MoneyMover Service, agree to the electronic delivery of this MoneyMover Service Agreement and Disclosure, and agree to be bound by the terms and conditions of this Agreement and Disclosure and all applicable rules governing the MoneyMover Service and the origination of ACH debit and credit payment transfers. You acknowledge that the origination of ACH transactions to or from your accounts must comply with the provisions of U.S. law.

Applicability of Consent: Your electronic consent to conduct business electronically applies to this MoneyMover Service Agreement and Disclosure and the ACH transactions related thereto.

Setting Up, Initiating and Authorizing Transfers: When utilizing the MoneyMover Service you can set up and initiate one-time and recurring ACH electronic funds transfers to and from accounts that you own or control at other financial institutions by completing the “Routing/Transit Number” information field to identify the financial institution and the “Account Number” information field to identify your account number at that financial institution. The offsetting ACH entry to or from your account at the other financial institution will be to or from your Logix account.

The use of your Username and Password when logging onto the Logix Online Banking Service or the MoneyMover Service is your electronic authorization, which is the equivalent and has the same legal effect, validity and enforcement as your written signature.

When you set up and initiate these ACH funds transfers you authorize Logix to process the ACH funds transfers in accordance with these instructions. You further understand and agree that these debit and/or credit ACH funds transfers processed by us pursuant to this authorization will be conducted according to the National Automated Clearing House Association Rules (NACHA Rules).

Business Days and Processing Cutoff Time: Our business days are Monday through Friday, excluding holidays. If the scheduled ACH transfer date falls on any day that is not a business day, the transfer will be initiated on the next business day. Our processing cutoff time is 1:00 p.m. PT. This means that all ACH debit and credit funds transfers are processed at 1:00 p.m. PT each business day. Any ACH funds transfer established or scheduled by you after the 1:00 p.m. processing cutoff time will be processed by us the following business day.

Adding MoneyMover Transfers, Trial Micro Deposits and Required Verification: When you setup and add a MoneyMover funds transfer, we will (using our funds, not yours) initiate two funds transfers, referred to as trial “Micro Deposits”, to credit the other financial institution Account Number designated. This process will occur regardless of whether you plan to send an ACH credit or debit to the designated Account Number. This procedure may take up to three business days. You will then be required to “Verify” these amounts by selecting the Verify link under the Status heading and entering the amounts of each of the two Micro Deposits in order to confirm the amounts of the transactions and that the

transactions occurred. You will have 30 days and three attempts to complete this verification. Once verified, you will be able to then set up the Amount, Frequency (one-time or recurring) and the Transfer Date to commence initiating the MoneyMover Service funds transfer.

Notice of Receipt of ACH Items and Verifying Whether ACH Transfers Have Occurred: Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of receipt of payments in the periodic statements we provided to you.

You can verify/confirm the posting of your ACH debit and credit transfers to your Logix accounts by viewing your account activity online via our Online Banking Service, or by reviewing your Online Statements through our e-Statement Service. You can also confirm transfers debited or credited to your Logix account through our Telephone Banking service (if you have applied for that service) by calling (800) 841-4123. In addition, you can call our Member Service Center at 800-328-5328 to verify or confirm ACH transaction activity on your Logix accounts. To determine whether an ACH transfer has been posted to your account at another financial institution, you must contact that financial institution.

Right to Receive Documentation of Transfers: Your completed ACH electronic funds transfers to and from your Logix accounts will appear on your periodic account statements. You will get a monthly account statement on the ACH electronic funds transfer activity on your Logix accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Provisional Payment, Funds Availability, and Dividend Accrual: Credit given by us to you with respect to an Automated Clearing House credit 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 such Entry, and the party making payment to you via such Entry (i.e. the Originator of the Entry) shall not be deemed to have paid you the amount of such Entry.

Funds from ACH electronic funds transfer 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.

Right to Stop ACH Transfers: You can stop a MoneyMover Service ACH funds transfer you have set up to occur, by cancelling or deleting that transfer before the processing cutoff time on the scheduled transfer date. You can also stop payment on these 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. To do so, call us at 800-328-5328, or visit any one of our branches.

Representation of Returned ACH Items: If any ACH debit to your account at another financial institution 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 representation, 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. We reserve the right to charge you a fee for each "non-sufficient funds" ACH debit returned item.

Fees and Charges: There are no fees or charges to use the MoneyMover Service or for us to process ACH funds transfers you initiate through this Service; however, there are charges associated with ACH NSF Returned Items. Please refer to our Schedule of Service Charges and Fees, which is available online and which can also be obtained by contacting us at 800-328-5328 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.

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 if we can prove that the loss could have been prevented had you told us in time. 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
P.O. Box 6999
Burbank, California 91510
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 tell you the results of our investigation within ten (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) calendar 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 recredit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation.

Our 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.

Change in Terms and Conditions: The terms and conditions of this MoneyMover Service Agreement and Disclosure may be altered or amended by Logix Federal Credit Union. We reserve the right, in our sole discretion, to add, delete, or change any term, condition, or to terminate your MoneyMover Service. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on the Logix Online Banking system webpage. Any use of the MoneyMover Service after we provide you with a notice of change will constitute your consent and agreement to such change(s). You may terminate your MoneyMover Service and this Agreement and Disclosure as provided, if you do not agree with any such change.

Cancelling Transfers and Termination of Preauthorized Transfers: You can cancel a specific ACH funds transfer if it has not yet occurred or cancel all future ACH funds transfers by clicking on the Transfer link under the Nickname of the MoneyMover setup and deleting the transfer. You can delete any or all MoneyMover Account(s) setup by selecting the delete option under the Actions heading.

You can terminate your MoneyMover Service preauthorized ACH funds transfer(s) by calling our Member Service Center at 800-328-5328 or by providing written notification of termination of preauthorized transfers to us **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 us in a timely matter, we 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.**

Cancellation of MoneyMover Service: We may cancel any or all preauthorized ACH funds transfers and terminate your MoneyMover Service and this MoneyMover Service Agreement and Disclosure if you instruct us to do so, or if you repeatedly have insufficient funds in your Logix account or in your account at your designated other financial institution(s), or if in our opinion you otherwise pose a risk of financial loss to Logix Federal Credit Union. We will notify you of the cancellation of this Agreement and Disclosure as required by law. If the Agreement is canceled, you will remain liable for any obligation to us.

Notification: Any notification, required or appropriate, may be emailed to you or sent to you via U.S. mail at your last address known to us. Notification will be provided in accordance with any advance notice requirements as required by applicable law.

Governing Law – Choice of Law: This MoneyMover Service Agreement and Disclosure 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.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (“ACH”) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Logix

P.O. Box 6759
Burbank CA 91510
800-328-5328

www.logixbanking.com