

10/2/2012

# Financial Institution to Financial Institution (FI to FI) Transfers for eBanking Members Agreement and Disclosure

### **General Description**

Within Online Banking, you have the option of participating in the Financial Institution to Financial Institution Service in accordance with the terms and conditions of this Agreement. The Financial Institution to Financial Institution Service allows you to transfer funds between your personal deposit checking accounts at Community Financial and certain deposit or investment accounts owned by you at other U.S. financial institutions. Similar services are available for our business members. Business members should contact a Business Development Representative for information regarding these services.

An inbound transfer moves funds into an account you own at Community Financial from an account you own outside Community Financial. An outbound transfer moves funds from an account you own at Community Financial to an account outside Community Financial that is owned by you.

Please read this Agreement and Disclosure carefully. It includes your rights and obligations, as well as those of Community Financial. The terms and conditions of this Agreement are in addition to the account agreements, disclosures, fee schedules, and other documents in effect from time to time governing your account(s).

By enrolling and/or using the Financial Institution to Financial Institution Service, or authorizing another to use the Service, you agree to comply with the terms and conditions of this Agreement. You also acknowledge by using this Service that you have downloaded, printed, or otherwise received a copy of the terms and conditions and that you understand them.

Your initial use of the Financial Institution to Financial Institution Service constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement and by all other Community Financial Documents relating to your accounts and acknowledge your receipt and understanding of this Agreement.

## **Enrollment/Eligibility**

You must be enrolled in Online Banking Services to use the Financial Institution to Financial Institution Service. The Financial Institution to Financial Institution Service is not available for some accounts, e.g., irrevocable trust accounts, custodial accounts, guardianship accounts.

You must be at least 18 years of age, and you must have a valid Social Security Number in order to request the Financial Institution to Financial Institution Service.

Your Community Financial account(s) must be in good standing.

You may designate up to ten accounts held at other financial institutions. You will need to provide certain identifying information about each non-Community Financial account in order to register that account for this service. You agree that you will only attempt to register non-Community Financial personal accounts that you own and for which you have the authority to transfer funds.

Before you can begin making transfers to or from an account held at another financial institution, the account you wish to use must be verified to prove that you are authorized to transact. We will tell you when we enable Financial Institution to Financial Institution transfers what your verification method will be. You may be asked to provide Community Financial with proof that you are authorized on the external account. This proof might include a cancelled check bearing your name, a statement, direct contact with the external financial institution, or some other method of verification which we deem acceptable. As an alternative, your external account may receive a small ACH credit for an undisclosed amount. If this verification method is used, you will need to enter the amount of the credit in the FI Transfer Section within seven days in order to complete the verification process.

## **Transaction Routing and Compliance**

You agree that Community Financial may use any means or routes which we in our sole discretion consider suitable to execute your transfer.

You agree that all transfers will be subject to applicable U.S. federal laws and regulations, Federal Reserve operating circulars governing payment orders, and National Automated Clearing House Association rules.

## **Initiating and Scheduling Transfers**

After the verification process is complete, you may begin establishing transfers.

Transfers can be scheduled on either a one-time or a recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Transfers may be scheduled in advance. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$500 transfer from an account you own at another financial institution to your Community Financial checking account every other week on a specified week day.

For one-time and recurring transfers you will be asked to select the date that you want us to initiate the processing of the transfer.

One-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the next business day.

Cut-off Time: The cut-off time for transfers is 8:30 p.m. ET. Any transfer entered after this time will be considered as being initiated on the next business day.

Business Days: Monday through Friday, excluding federal holidays

#### **Dollar and Transaction Limits**

Daily Inbound Transfer Limits: A maximum of five transfers from another financial institution to a Community Financial account can be scheduled for a given day. The maximum total dollar amount for transfers from other financial institutions to a Community Financial account is \$2,500.00 per day.

Daily Outbound Transfer Limits: A maximum number of five transfers from Community Financial accounts to accounts held at other financial institutions can be scheduled for a given day. The maximum total dollar amount for transfers from Community Financial to other financial institutions is \$2,500.00 per day.

Dollar limits may be adjusted at any time by Community Financial based on your account transactions, and such other factors that Community Financial may determine to apply. You agree that in the event that we determine that there are risks associated with a Financial Institution to Financial Institution transfer or if we determine that you no longer qualify for this service, we may delay or cancel any transfer, or request that you contact us to provide additional details on the transfer before it is initiated or funds are released.

Monthly Limit: The Federal Reserve Regulation D limit on the frequency of savings account transactions of six per month also applies. You may make no more than six transfers from a savings account per calendar month or statement cycle.

We will use the date the transaction is scheduled to occur (as opposed to the date you initiate it) to apply these limitations.

Questions regarding the dollar or transaction limit relating to a specific transfer should be directed to a Member Service Representative at (734) 453-1200 or (877) 937-2328.

#### **Processing Transfers**

A transfer remains In Process until fully processed and its status will appear as "Pending". Transfers are listed as Pending based on the timing of the scheduling and the date the payment will process:

- One-time immediate transfers process at the next half hour processing time. Once processed, the transfer is no longer considered pending and does not show on this screen.
- One-time future-dated transfers are pending until the first processing time on the scheduled date (usually around 1:00 AM credit union time). Once processed, the transfer is no longer considered pending and does not show on this screen.
- Recurring transfers (displaying the next scheduled date) are pending until the transfer expires.

You agree that we may cancel a transfer, without prior notice, in the event that:

- Any of your accounts with Community Financial are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Community Financial deposit account during the last three months.
- You have had any prior transfer canceled, revoked, or uncompleted due to reasons such as insufficient funds, revoked authorization, stopped payments, or frozen account.

Community Financial will not be liable to you if we do not provide notice to you of rejection of a transfer.

#### **Inbound Transfers**

For inbound transfers, you agree that you will only attempt to register non-Community Financial personal accounts that you own or for which you have the authority to transfer funds.

Generally, inbound one-time immediate transfers established before 8:30 p.m. EST post the next business day. Immediate transfers established after the cutoff time post in two business days.

## **Outbound Transfers**

You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you will be liable for any overdraft and NSF fees, as set forth in your account agreement and the Community Financial Fee Schedule. The fact that we may honor outbound transfer requests that overdraw the available account balance does not obligate us to do so later. Regardless of whether or not we elect to initiate the transfer, you agree to pay all related NSF fees as disclosed in your account agreement and fee schedule.

Generally, outbound one-time immediate transfers established before 8:30 p.m. EST post the next business day. Immediate transfers established after the cutoff time post in two business days.

#### **Cancelling Transfers**

Subject to the limitations included herein, you can cancel one-time future-dated and recurring transfers prior to processing by selecting the "Pending Transfers" category within the Financial Institution to Financial Institution Transfers area of eBanking, and then pressing the "delete" link next to any listed pending transfer.

You cannot cancel transfers that are processed. We may, however, at our option attempt to cancel the transaction.

While the easiest way to cancel a transfer is through the above-described method, you may request to cancel a one-time future-dated or recurring transfer by calling us at (734) 453-1200 or (877) 937-2328. If you call, we may also require you to submit your request in writing and get it to us within 14 days. You may not call and cancel an In Process or Processed transfer.

#### **Transfer and Related Fees**

You agree to pay all transfer and related fees, e.g., NSF, stop payment, and research fees, as published from time to time in the Community Financial Fee Schedule.

## **Limitation on Liability**

Community Financial is not responsible for any failure on your part or the part of another financial institution, including but not limited to a failure to act in a timely manner.

We may refuse and are not liable for any transfer request that you attempt by any method we do not specifically permit, which exceeds the frequency permitted, or which is for an amount outside of any transfer limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations as your act of discontinuing the Service. The Credit Union may refuse any withdrawal request against unavailable or non-sufficient funds. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later.

# **Contacting Community Financial**

For general questions, to request cancellation of transfers, or to report unauthorized transactions, please call us at (734) 453-1200 or (877) 937-2328.

You may also write us at: Community Financial 500 S. Harvey, P. O. Box 8050 Plymouth, MI 48170-8050

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