



FUNDS TRANSFER AGREEMENT

This Funds Transfer Agreement is entered into as of the ____ day of _____, 20__, by and between Directions Credit Union (herein referred to as DCU) and (Please print name as it appears on the account), _____ (herein collectively if more than one, referred to as Member). From time to time you may need to initiate funds transfers from authorized accounts held at DCU. This agreement governs all payment orders you give us. The security procedures and other terms of this agreement may be changed only by amendment to the agreement or by executing a new agreement. This agreement may not be changed by oral agreement. Notice to any account owner/signer is considered notice all account owners/signers.

Member and DCU agree as follows:

1. **Payment Order Security Code:** Member Name _____

Account Number(s) _____
(This agreement applies to all sub accounts on each account)

Telephone Number(s) _____

Payment Order Security Code _____

The Payment Order Security Code may consist of letters and/or numbers and is strictly confidential. The member will need to know the security code when requesting a payment order. For payment orders not requested in person, a call back will be done to verify the request.

2. **Agreement:** the terms used in this agreement have the meaning given to them in Article 4A of the Uniform Commercial Code – Funds Transfer (UCC 4A). This agreement will be governed by the law of the state of Ohio. This agreement is also subject to all funds-transfer system rules, rules of the Board of governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.
3. **Funds Transfer:** a funds transfer is a transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. A funds transfer does not include any transaction if any part of the transfer is covered by the Electronic Funds Transfer Act of 1978, as amended from time to time. You may give us a payment order orally, electronically or in writing, but your order cannot state any conditions to payment to the beneficiary other than the time of payment.
4. **Authority for Payment Orders:** Member authorizes DCU to honor, execute and charge to Member's account any and all telephonic, telegraphic, oral or written requests for the payment orders, up to the amount on deposit in Member's account when such requests are received. If the appropriate security code is given, and accurate answers to challenge questions provided, it will be conclusively presumed that any requests are received from Member or an authorized agent of Member. Upon receipt of any request, DCU is specifically authorized to transfer funds from Member's account to any other specified account(s) of Member or of a third party, at another financial institution.
5. **Wire Transfer Request:** DCU shall use its best efforts to execute all authorized wire transfer requests on the date received, provided that the day is a business day for DCU, for the communications facility selected by DCU, and for the receiving financial institution to which the payment order is directed, and the request is received by DCU before 4pm EST for domestic payment orders and 12pm EST for foreign payment orders. Member may identify the beneficiary or any financial institution by name and account number (or ABA routing number). DCU (and other institutions) may rely on the account or other identifying number as the proper identification even if it identifies a different party or institution. If the wire transfer is cleared through the Federal Reserve, Regulation J governs the transaction. Member authorizes DCU to transfer funds as described herein and debit your account in the amount transferred, plus applicable charges. DCU reserves the right to dishonor any payment order for any reason and without notice and shall not be held responsible for any loss occasioned by such refusal. DCU is authorized to use any means DCU considers suitable for the transmission of funds. DCU may refuse to honor an instruction if the party to receive the transmission of funds is not a financial institution.
6. **Payment Order Security Code:** Member will provide payment order instructions. It is the sole responsibility of Member to provide correct information. Member agrees that for each payment order request **not** done in person, Member shall provide DCU with Member's security code and answers to the following challenge questions during the verifying call back.

- Father's middle name _____
- First school attended _____
- Name of the street you grew up on _____
- Number of siblings _____

7. **DCU's Liability:** DCU is entering into this agreement as an accommodation and convenience to Member, and Member will indemnify and hold DCU free and harmless from and against any and all claims, demands, actions, or suits, whether groundless or otherwise, whether based on contract, negligence or otherwise, and as may arise out of any act or failure to act on the part of DCU. DCU shall incur no liability to the member or any other person in the event the intended party does not receive the funds if DCU shall have acted reasonably in transmitting the funds in accordance with the member's instructions. **IN NO EVENT SHALL DCU BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT DEPOSITOR MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR ANY TRANSFER AFFECTED OR NOT AFFECTED UNDER THIS AGREEMENT.** DCU shall not be held liable or responsible for failures, delays, errors, claims or damages in the execution or effectuation of any transfer occasioned by the fault or negligence of any correspondent bank, agent, or agency selected by DCU for purposes of making or completing transfer of funds. DCU may select any system it deems appropriate for a transfer.
8. **Statement:** DCU shall prepare a statement for member's account at agreed intervals. Any discrepancies between Member's records and the statement shall be brought to the attention of DCU in writing within the time allowed under applicable law.
9. **Cancellation Request:** if Member shall cancel or otherwise order any payment order stopped under this agreement, DCU shall make every reasonable effort to carry out Member's order, but shall incur no liability to Member if DCU is unable to stop the payment order. DCU will not be required to refund any transferred funds until DCU shall confirm the transfer is canceled or stopped and the funds are returned to DCU.
10. **Termination of Agreement:** this agreement shall remain in full force and effect until terminated. DCU may terminate this agreement at any time upon notice to Member to be effective on the date of such notice. Member may terminate this agreement at any time, but only in writing, to be effective three days after notice is received by DCU.
11. **Provisional Credit:** Member agrees to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you, by funds transfer through the ACH system are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code.
12. **Erroneous Execution:** if DCU receives an order to pay member and DCU erroneously pays Member more than the amount of the payment order, DCU is entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

By signing below the parties agree to all the terms and conditions of this agreement and acknowledge receipt of a copy.

Account Holder (print)

Signature

Date

Notary (if not signed in front of a DCU employee) _____

ID Confirmed by: _____ In Person ____ Method of Member Identification _____