

## Transfer Your Loan Payment to Peninsula Credit Union Automatically.

Use this form to initiate monthly debt entries from another financial institution to your Peninsula Federal Credit Union loan.

### 1 Tell Us About Your Accounts

- New
- Change

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Your Peninsula Credit Union Account Number

\_\_\_\_\_  
Name of Financial Institution from Which You are Transferring Funds

\_\_\_\_\_  
Their Routing and Transit Number (9 Digits)

\_\_\_\_\_  
Your Phone Number

\_\_\_\_\_  
Your Account Number There

- Savings
- OR
- Checking

### 2 Tell Us About Your Distribution

Please check the box that identifies the frequency of your distribution. Circle the set of dates below that pertain to your distribution.

Monthly on \_\_\_\_\_  
Amount Starting Date

Semi-Monthly     1st and 15th of the month     5th and 20th of the month     10th and 25th of the month

\_\_\_\_\_  
Amount to be  
withdrawn twice  
per month

\_\_\_\_\_  
Starting Date

### 3 Agree To Terms

I/We authorize PCFCU to initiate debit entries (and to initiate, if necessary, credit entries and adjustments for any credit entries in error) to my/our account indicated on this form. I understand that PCFCU may not initiate entries until 5 days after receipt of this application. This Authority is to remain in force until I notify PCFCU in writing of any changes or cancellations of payout unless such notice is received not less than five working days prior to the transaction date. If a debit is returned for any reason, I/We must promptly remit payment by check/money order. I/We understand that upon satisfaction (payoff) of my loan obligation, that PCFCU will terminate this authorization and ACH debit transactions associated with my paid off loan.

Signature  
Required

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

Mail your completed form to:  
P.O. Box 2150  
Shelton, WA 98584    Fax 360-427-7174

Teller \_\_\_\_\_

## PENINSULA COMMUNITY FEDERAL CREDIT UNION ACH ORIGATION DISCLOSURE

The Member has requested that PCFCU permit it to initiate electronic signals for paperless entries through PCFCU to accounts maintained at PCFCU and at other financial institutions by means of the Automated Clearing House ("ACH"). The Financial Institution has agreed to do so on the terms of this Agreement. Now, therefore, the Member and PCFCU agree as follows:

1. **Rules-** The Member and PCFCU agree to comply with and be bound by the Rules, as amended from time to time.
2. **Transmission of Entries - Security Procedures-** The Member will transmit all debit and credit entries to PCFCU at 521 W. Railroad Avenue on or before the deadlines as defined by the ACH rules. The Member authorizes PCFCU to transmit all entries received by PCFCU from the Member in accordance with terms of this Agreement and to credit or debit entries to the specified accounts.
3. **PCFCU Obligations-** The Financial Institution will process, transmit, and settle in a timely manner entries received from the Member which comply with the terms of the Agreement, including the security procedures.
4. **Warranties-** The Member warrants to PCFCU all warranties PCFCU deemed by the ACH Rules to make with respect to entries originated by the Member. Without limiting the foregoing, the Member warrants and agrees that (a) each entry is accurate, is timely, has been authorized by the party whose account will be credited or debited and otherwise complies with the Rules (b) the Member will comply with the terms of the Electronic Funds Transfer Act if applicable, or Uniform Commercial Code Article 4A (UCC4A) if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations. The Member will retain the original or copy of the customer authorization record as required by the rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of PCFCU, furnish such original or copy to PCFCU. The Member shall indemnify PCFCU against any loss, liability or expense (including attorney's fee and litigation expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.
5. **Provisional Credit-** The Member acknowledges that the ACH Rules make provisional any credit given for any entry until PCFCU receives final settlement. If PCFCU does not receive final settlement, it is entitled to a refund from the credit party, and the originator of the entry shall not be deemed to have paid the party.
6. **Settlement-** The Member will maintain an account with PCFCU at all times during the term of this Agreement. The Member will maintain in the account as of the applicable settlement date immediately available funds sufficient to cover all credit entries initiated by it. The Member authorizes PCFCU to debit its account on the applicable settlement date in the amount of each entry.
7. **Cancellation or Amendment-** The Member shall have no right to cancel or amend any entry/file after its receipt by PCFCU. However, PCFCU shall use reasonable efforts to act on a request by the Member to cancel an entry/file before transmitting it to the ACH or crediting an on-us entry. Any such request shall comply with the security procedures described in Section 16 of this Agreement. PCFCU shall have no liability if it fails to effect the cancellation.
8. **Rejection of Entries-** The Financial Institution shall reject any entry, including any on-us entry, which does not comply with the requirements of the ACH Rules and may reject any entry if the Member is not otherwise in compliance with the terms of this Agreement. PCFCU shall notify the Member by telephone of such rejection no later than the business day such entry would otherwise have been transmitted by PCFCU to the ACH or, in the case of an on-us entry, its effective entry date. PCFCU shall have no liability to the Member by reason of the rejection of any entry or the fact that such notice is not given at an earlier time than that provided for herein. PCFCU shall retain the right to reject any on-us transaction for any valid reason, such as but not limited to insufficient funds or revoked authorization.
9. **Notice of Returned Entries-** PCFCU shall notify the Member by telephone or e-mail of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. PCFCU shall have no obligation to retransmit a returned entry if PCFCU complied with the terms of this Agreement with respect to the original entry. PCFCU has no obligation to originate a transaction where authorization has been revoked.
10. **Reversals-** The Member may initiate a reversing entry or file of entries as permitted by the Rules.
11. **Periodic Statement-** The periodic statement issued by PCFCU for the Member's account will reflect entries credited and debited to the Member's account. The Member agrees to notify PCFCU within a reasonable time not to exceed thirty (30) days after the Member receives a periodic statement of any discrepancy between the Member's records and the information in the periodic statement.
12. **Fees-** The Member agrees to pay PCFCU for services provided under the Agreement in accordance with the prevailing charges at the time of this Agreement. PCFCU may change its fees from time to time upon notice to the Member.
13. **Liability-** (a) PCFCU shall be responsible for performing the services expressly provided for in this Agreement and shall be liable only for its negligence in performing those services. PCFCU shall not be responsible for the Member's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Member) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Institution), and no such person shall be deemed the PCFCU's agent. The Member agrees to indemnify PCFCU against any loss, liability, or expense (including attorney's fees and litigation expenses) resulting from or arising out of any claim of any person that PCFCU is responsible for any act of omission of the Member or any other person described in Section 13(a). (b) In no event shall PCFCU be liable for any consequential, special, punitive or indirect loss or damage which the Member may incur or suffer in connection with the Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from PCFCU's acts or omissions pursuant to this Agreement. (c) Without limiting the generality of the foregoing provisions, PCFCU shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond PCFCU's control. In addition, PCFCU shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in PCFCU's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in PCFCU's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any U.S. governmental regulatory authority.
14. **Inconsistency of Name and Account Number-** The Member acknowledges that if any entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.
15. **Data Retention-** The Member shall retain data on file adequate to permit remarking of entries for five (5) business days following the days following the date of their transmittal to PCFCU as provided herein and shall provide such data to PCFCU upon its request.
16. **Security-** PCFCU shall be entitled to rely on any other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person. PCFCU will verify that the ACH prenotification totals agree with the Member information given by fax, phone or writing. In the event of a discrepancy in the information, PCFCU will call the Member. If the member is not available for notification, then the file will not be processed until the Member can be contacted on the next business day. The Member is solely responsible for providing accurate original information, as well as modifications and deletions of account information maintained on PCFCU's records. The Member agrees to comply with written procedures provided by PCFCU for the creation, maintenance and initiation of ACH Origination money transfers. PCFCU is solely responsible for access by its employees of the ACH data files maintained on its computer. PCFCU is responsible for operator security procedures on computers licensed for use of the ACH Program.
17. **Termination-** PCFCU may amend the terms of the Agreement from time to time by notice to the Member. Either party may terminate this Agreement upon ten (10) days written notice to the other. PCFCU shall have no obligations to transmit entries if the Member is in default of its obligation under this Agreement, including the obligation to pay PCFCU for each credit entry. PCFCU shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the Authorized Representatives whose names and signatures are set forth on the signed ACH Origination (Debit or Credit) Agreement.
18. **Entire Agreement-** This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between PCFCU and the Member with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, government policy to which PCFCU is subject and which governs or affect the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and PCFCU shall incur no liability to the Member as a result of such violation or amendment.
19. **Non Assignment-** The Member may not assign the Agreement or any of the rights or duties hereunder to any person without PCFCU's prior written consent.
20. **Binding Agreement Benefit-** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against PCFCU or the Member hereunder.
21. **Headings-** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
22. This agreement shall be construed in accordance with and governed by the laws of the State of Washington and the NACHA rules.