

ENT FEDERAL CREDIT UNION
DOMESTIC AND INTERNATIONAL FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Agreement is made by and between an account owner or an authorized signer of an account held at Ent Federal Credit Union designated as "Member" that is requesting a funds transfer and Ent Federal Credit Union ("Ent"). This Agreement becomes effective upon the initiation of a funds transfer request by the Member and accepted by an employee of Ent.

I. Terms and Conditions

- A. Ent agrees to honor and execute the Member's request for a funds transfer based on the terms and conditions set forth in this Agreement and subject to applicable laws.
- B. The Member may request a transfer of funds in-person, by telephone or through online banking. Prior to honoring any funds transfer request, the Member hereby agrees to comply with Ent's policies and procedures governing the security of fund transfers. The security procedures may include callbacks to the Member's telephone number(s) listed on their account. The Member must have collected funds (comprised of a Member initiated deposit of cash, official check or similar instrument) in an account at Ent and be an account owner or authorized signer on said account, before requesting the funds transfer. Ent's inability to execute a funds transfer, due to insufficient collected funds or being unable to verify the authenticity of the Member's request, will be communicated to the Member by telephone, email or regular mail.
- C. Member agrees that a funds transfer will be executed according to the Member's instructions, as long as they are in conformance with Federal Reserve Regulation J, UCC 4A and all related security procedures established by Ent. Member further agrees that if the Member provides Ent with a funds transfer request which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary financial institution on the basis of the identifying bank account number, even if the number identifies a person different than the named beneficiary. This means that the Member will be responsible to Ent if the funds transfer is completed on the basis of the identification number that was provided. If the Member gives Ent a funds transfer which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as proper identification even if it identifies a different person at the named financial institution. Member further agrees that Ent has no duty and is under no liability to detect any inconsistency between the beneficiary's account number and the name on the account. This means that the Member will be responsible for any loss or expense incurred by a beneficiary financial institution, which executes or attempts to execute the funds transfer in reliance of the identifying number the Member provided.
- D. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfers, amendments or cancellations. Unless other times are posted for various types of funds transfers, the cut-off-time will be at 3:00 p.m. Mountain Time Monday through Friday which is not a Federal Reserve Bank holiday. Funds transfers, cancellations, or amendments received after the applicable cut-off-time may be treated as having been received on the next business day and processed accordingly.
- E. Ent may charge the Member's account(s) for the amount of any funds transfer (plus fees) initiated by the Member.

II. Federal Reserve Funds Transfer Notice

In connection with the Member's use of this service, Ent notifies the Member of the following:

- A. Ent may use FedAdvantage as a funds transfer system, which is owned and operated by the Federal Reserve Banks, when acting upon the Member's request for funds transfer.
- B. Any subsequent financial institution may use FedAdvantage when carrying out the Member's request.
- C. The rights and obligations of the Member and Ent in a funds transfer request, any part of which is carried out through the use of FedAdvantage, are governed by Federal regulations including Regulation J and applicable Federal Reserve Operating Circulars.

III. Responsibilities

- A. Upon receipt of a funds transfer request from a Member, Ent shall initiate the transfer of funds in a timely manner. In any event, the Member recognizes that Ent cannot guarantee or otherwise control the length of time it takes for any transfer to reach its intended destination. The Member authorizes Ent at its discretion to record electronically all telephone calls related to the processing of a funds transfer request. If a dispute should occur, Ent telephone recordings will be utilized to determine accuracy and appropriate action on a funds transfer request. The Member

agrees that payments made to beneficiaries of fund transfer payment orders are provisional until receipt of payment by the beneficiary's financial institution is effective and final.

- B. Ent agrees to comply with any request for confirmation of a funds transfer via tracer of an executed transfer provided it is requested by the Member and the Member agrees to compensate Ent for any costs related to the performance of this service.
- C. Ent shall at its discretion use reasonable efforts to act on a Member's request for the cancellation or amendment of a funds transfer provided the request is received from the Member before the transfer has been transmitted through FedAdvantage, a correspondent financial institution or third party and the cancellation request complies with Ent's security procedures. Ent shall have no liability if such cancellation or amendment is not effected. Furthermore, the Member agrees to indemnify and hold Ent harmless from any and all liabilities, costs and expenses that Ent may incur in attempting to cancel or amend the funds transfer.
- D. Ent agrees to comply with the Member's request for a refund of transferred funds provided Ent, upon final settlement, has been credited for a refund of such transferred funds. The amount refunded to the Member, if any, will not exceed the amount credited to Ent, less any charges incurred by Ent for the recall of a funds transfer and any losses due to any differences in foreign currency exchange rates between the time of the original transfer and the final return and credit to Ent. In no event shall the Member be entitled to a refund in excess of the amount transferred, less Ent's charge for such transfer and any other charges Ent incurs in connection with the refund.
- E. All fund transfers will be reflected on the Member's periodic statement. If a Member believes the posting of a wire transfer is wrong or needs additional information, then the Member must contact Ent in writing within 40 days after receipt of the periodic statement or funds transfer confirmation whichever is earlier. Failure to do so will relieve Ent of any obligation to pay dividends on or compensate the Member for the amount of an unauthorized or erroneous funds transfer.
- F. The Member agrees that only account owners or authorized signers on the Member's accounts will be able to initiate and/or verify requests for fund transfers. Ent may modify this Agreement periodically to remain in conformance with applicable laws and maintain adequate security procedures.

IV. Liability

- A. In consideration of Ent's honoring of any funds transfer request and transferring funds as provided in this Agreement, the Member agrees to indemnify Ent from and against all losses, liabilities and costs, including attorney's fees, and all expenses of every nature incurred or suffered by Ent by reason of Ent having accepted the request for a funds transfer and/or transferred funds as a result of such instruction.
- B. We reserve the right to reject the Member's funds transfer request; if there are insufficient funds in the Member's account, if the funds transfer is incomplete or unclear, if the authenticity of the request can not be verified, if collected funds are not available, or if Ent is unable to fulfill the funds transfer request for any regulatory or security reason. While Ent will handle the Member's funds transfer request as expeditiously as possible, the Member agrees that Ent will not be responsible for any delay, failure to execute or misexecution of the funds transfer request due to circumstances beyond our reasonable control, including without limitation, any inaccuracy, interruption or delay in transmission, failure in the means of transmission, whether caused by strike, power failure, equipment malfunctions, fluctuating exchange rates, foreign financial regulation, legal constraint, war, Acts of God, emergency situations, acts of terrorism, or acts or omissions of any intermediary or recipient financial institution. Ent makes no warranties express or implied with respect to any matter involving a funds transfer.
- C. Ent shall not be liable for the insolvency, neglect, misconduct, mistake, act, omission or default of any other financial institution or third party, including any correspondent or intermediary financial institution. Ent assumes no liability or responsibility should the instruction(s) Ent transmits are not carried out by an intermediary financial institution even though Ent has taken the initiative in the selection of the intermediary financial institution. Such intermediary financial institution shall not be deemed to be Ent's agent. In no event shall Ent be liable for any consequential, special, punitive or indirect loss or damage which may be incurred by the Member in connection with this Agreement and resulting from any acts or omissions of Ent.
- D. The Member agrees to compensate Ent for the performance of this funds transfer service in accordance with Ent's Fee Schedule(s) which may be changed at Ent's sole discretion.
- E. The Member is liable for any loss or damages resulting from a breach in this Agreement or Member's negligence which resulted in unauthorized, fraudulent, or dishonest acts by the Member or any individual accessing the Member's account to the Member's detriment.
- F. If Ent receives a funds transfer for the Member's account, the Member agrees that Ent is not obligated to provide the Member with next day notice of receipt of the funds transfer. Ent will provide the Member with the receipt of all fund transfers by including such items in the periodic account statement. The Member may inquire between

receipt of periodic statements whether or not a specific funds transfer has been received. All inquiries should be directed to Ent, P.O. Box 15819, Colorado Springs, Colorado 80935-5819, by accessing online banking, or by phone (719) 574-1100 or 800-525-9623 between the hours of 7:00 a.m. and 7:00 p.m. Mountain Time.

This Agreement is subject to the Federal Reserve Rules and Regulations and the Uniform Commercial Code adopted by the State of Colorado. All rights, duties, and liabilities of parties to this Agreement will be interpreted by courts having jurisdiction in the State of Colorado.

By utilizing Ent's funds transfer service, Member agrees to the terms of this Agreement and Disclosure.