



myBranch ACH Origination Instructions and Disclosure

This agreement and notice apply to each ACH origination transaction (sometimes referred to as an 'EFT', 'Electronic Payment' or 'Funds Transfer'), as defined in Regulation E of the Board of Governor's of the Federal Reserve System and as covered by NACHA's Operating Rules & Guidelines. You have previously received a copy of the Credit Union's disclosures under Regulation E, and those disclosures are incorporated herein. Regulation E and NACHA establish a comprehensive legal framework covering the duties, responsibilities, and liabilities of all parties involved in an ACH transaction. Using the credit union to originate an ACH entry shall constitute acceptance of this agreement.

To make a funds transfer, you will complete a request form that will act as the credit union's instructions and authorization to transfer funds from your account and constitutes an EFT as defined by Section 205-3 of Regulation E. If you originate the funds transfer, you agree that you are solely responsible for the instruction you provide to the Credit Union. To the extent not prohibited by law, the originator agrees that the sole obligation of Bowater Employees Credit Union is to exercise ordinary care in processing this transaction and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

ACH transactions allow you to send/receive funds from/to your Bowater Employees Credit Union account to/from another person or business account at another financial institution. Normally, these transfers occur on the effective date as requested and are processed through the ACH Network.

INSTRUCTIONS

ACH Transfers to Bowater Employees Credit Union

ACH transactions sent to Bowater Employees Credit Union should follow these instructions:

- | | |
|-------------------------|---|
| 'From' Section | Input the Name and ABA of the Financial Institution the funds are coming from. Also input the account number and account type of the account the funds are coming from. |
| 'To' Section | Select the account the funds are going to. |
| 'Other Details' Section | Input Amount, Effective Date, and Frequency |

ACH Transfers from Bowater Employees Credit Union

ACH transactions sent from Bowater Employees Credit Union should follow the instructions given by you when completing an ACH request through our online banking system. In order to complete an ACH request you must know the recipient's banking information such as the bank name, routing number, and account number. The sections below will correspond with the online system input area.

- | | |
|-------------------------|---|
| 'From' Section | Select the account the funds are coming from. |
| 'To' Section | Input the Name and ABA of the Financial Institution the funds are going to. Also input the account number and account type of the account the funds are going to. |
| 'Other Details' Section | Input Amount, Effective Date, and Frequency |
- Frequency
 - One-time Transfers process once on the effective Date
 - Recurring Transfers process multiple times depending on the frequency (Annually, Quarterly, Monthly, Semi-Monthly, Bi-Weekly, or Weekly) selected and the number of Transfers (see below) selected.
 - Number of Transfers
 - Enter the total number of transfers to make. Once all the transfers have been made the ACH will be cancelled automatically.

Discontinuation of ACH

If the member desires to discontinue a recurring ACH that has been setup, they will need to contact the credit union and complete a 'cancellation of ACH origination' form.

Termination of ACH by Credit Union

Bowater Employees Credit Union reserves the right to discontinue ACH services in the event that any two consecutive debits are returned for non-payment.

Eligible Account Types

ACH transactions can be directly sent from Savings, Money Market, or Checking account types and can be sent to Savings, Money Market, Checking, or Loan account types. ACH transactions may not be sent from or advanced against loan accounts.

Rejection of an ACH Request

The credit union reserves the right to reject an ACH transaction request. The credit union may reject a request if there are insufficient funds in an account, if the request is incomplete or unclear, or for any other reason.

Cutoff Times

ACH's can be requested at any time of day through online banking. The cutoff time for ACH transfers to be processed the same day is 2:00 pm ET. ACH requests submitted on weekends or holiday's, or after 2:00 pm ET on weekdays will be processed the next Business Day. A "Business Day" is a day both the Credit Union and the Federal Reserve Bank are open. While the credit union will handle ACH requests as quickly as possible, the credit union will not be responsible for any delay, failure to execute, or errors in executing the order due to circumstances beyond reasonable control.

Fees

All ACH transactions originated through our online banking system will be free of charge. The Credit Union reserves the right to impose fees upon notice posted to this site.

Confirmation Receipts

All successfully completed ACH transactions will be reflected on the periodic account statement which will be your record of confirmation.

Help

Help is available if you have questions regarding your accounts or our online ACH origination service. Please call Customer Service at 866.285.4215.

DISCLOSURES

The following additional rules shall apply to funds transfer services provided by Bowater Employees Credit Union. As used herein, the words "I," "us," "we," "our" and "Credit Union" shall apply to and mean "Bowater Employees Credit Union." The words "you" and "your" shall apply to and mean the member and all owners listed on the account that have requested or utilized funds transfer services stated herein.

By requesting, sending or receiving a funds transfer, you warrant that all owners of the account have authorization to perform funds transfer transactions and agree to comply with all security procedures established by us. You also agree to be bound by the terms and conditions found within your application for membership and to the bylaws, rules and regulations of Bowater Employees Credit Union in effect from time to time.

Notice. You will not be provided with separate notification each time we receive a transfer into your account. We will provide you with notification of incoming funds transfers as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to funds transfers involving your accounts.

Provisional Credit. Credit we give you with respect to a funds transfer is provisional until we receive final settlement for transfer. If we do not receive final settlement, you agree to refund the amount credited to you in connection with the funds transfer. Moreover, you are hereby notified that the party making payment to you shall not be deemed to have paid you the amount of the funds transfer.

Use of Account Numbers. If you give us a payment order that identifies a beneficiary by name and account number or some other identifying number (such as a Social Security, Taxpayer I.D. or driver's license number), we may pay the beneficiary on the basis of any number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation. If your funds transfer order identifies the beneficiary's financial institution by name and "routing and transit" or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation.

Cancellation or Amendment of Transactions. You may cancel or amend a funds transfer transaction only if the cancellation or amendment is received by us in a time and manner that provides us with a reasonable opportunity to act.

Compensation. Our sole obligation to you with respect to any funds transfer transaction is to exercise ordinary care in processing it. We are not responsible for losses or delays which occur as a result of any other party's involvement in the transaction. If you are entitled to compensation for delay or improper completion of a funds transfer, our liability will be limited to the payment of interest at the rate paid on the account for a period of time not exceeding the lesser of sixty (60) days or the period between the date of the error and the date of the correction.

Security Procedures. We may review the funds transfer and perform a call back to you for verification. We may, but are not obligated to, record electronically any telephone calls or other communications between us and you or persons acting on your behalf, and may keep these recordings for as long as we want. You agree to obtain the consent of your authorized agents to such recording. You agree that these recordings, and any other messages (including telecopier or facsimile messages) received by us, will be treated as writings authorized and signed by you.

You hereby acknowledge that the security procedures described are commercially reasonable and that you have selected the security procedure offered us after due consideration of all such alternatives and your business circumstances, including the size, type, and frequency of payment orders that you anticipate issuing to us. You are responsible for maintaining the confidentiality of the security procedures and all passwords. You agree to notify us immediately in the event you suspect that any security procedure or password has been or may be compromised or rendered ineffective. You agree that we may change the security procedures from time to time.

Impossibility of Performance. We will not be liable for failure to comply with the terms of a funds transfer agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, acts or omissions of third parties or other circumstances beyond our control. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the Credit Union hereunder.

Indemnification. You hereby indemnify us, our agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to this Agreement, except where applicable law precludes your indemnification.

Limitation of Liability. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees, unless otherwise provided by law or regulation. If you make a funds transfer to a foreign country, we assume no liability as to the length of time necessary to complete such transfer, provided we have acted in good faith, with ordinary care, and in compliance with applicable law.

Amendments. From time to time, we may amend any of the terms and conditions contained in this Agreement, or any Schedule or notice provided for herein. Amendments to the security procedures shall become effective immediately or such later date as may be stated in any notice we provide. All other amendments shall become effective ten (10) days after notice is posted by us or such later date as may be stated in the notice.