# EXTERNAL TRANSFERS DISCLOSURE

Revised December 12, 2013

The External Transfers service is a feature within floridacentral Credit Union's Internet Banking. This service is offered by floridacentral to allow members to transfer funds between their deposit accounts at floridacentral and deposit accounts at another financial institution.

floridacentral account types that are eligible for the External Transfers service include personal and business checking and savings. Other financial institutions may have restrictions regarding transfers into and out of various account types. floridacentral is not responsible for any costs or losses arising from transfers that are not permitted by another financial institution.

### **Daily Processing Deadlines**

The daily processing deadline for External Transfers initiated through floridacentral is 2:00 PM Eastern Time (ET). External Transfers made after 2:00 PM ET will be processed the next business day. Weekends and Credit Union holidays are excluded as business days. External transfers can take up to 3-5 business days to fully process. floridacentral is not responsible for any failure of another financial institution to respond in a timely manner.

#### **External Transfers Fees**

There is a \$2.00 transfer fee for each outgoing external transfer made through Internet Banking. There is no charge for incoming external transfers.

#### **External Transfers Daily Limits**

The daily limit (24 hour period) for External Transfers is \$2,000 for incoming transfers and \$2,000 for outgoing external transfers. floridacentral reserves full discretion to raise or lower limits at any time and without prior notice.

Members may not make External Transfers transactions in excess of limits described within the External Transfer service. In the event that the use of the External Transfers service has been suspended and reinstated, members may be subject to lower dollar amount limitations than would otherwise be permitted.

#### **Processing Transfers and Deniable Events**

floridacentral may change the dollar limits of External Transfers at any time. Any decrease will be subject to notice, as required by law, but floridacentral has full discretion to reduce the transfer limits below the amounts stated above or cancel any transfer without prior notice upon occurrence of a Deniable Event.

Each of the following is a "Deniable Event":

- Any deposit account with floridacentral that is not current or are not in good standing.
- A new account that has been open for less than 24 hours.
- An account that has had an overdraft, an over-limit item, or an item returned for
  insufficient funds with respect to any floridacentral deposit account during the current or
  3 prior calendar months.

 An account that has had any prior transfer cancelled, revoked, or uncompleted due to insufficient funds, revoked authorization, stop payments, frozen accounts, or any similar reason.

floridacentral will use best efforts to provide written or electronic notice to members of a rejection of a transfer on the scheduled date of initiation of the transfer; provided, however, that floridacentral shall not be liable for interest compensation for its failure to give such notice.

#### **External Transfers Authorization and Remittance**

In using External Transfers, the member authorizes floridacentral to validate the account(s) that are established by the member for this service, and agree to have sufficient available funds in the designated account to cover all External Transfer transactions on the scheduled date. If the deposit account does not have sufficient available funds on the scheduled date, floridacentral may elect not to initiate the requested External Transfer request.

floridacentral Credit Union shall incur no liability and any service guarantee shall be void if the floridacentral is unable to complete any external transfer transaction request initiated the member because of the existence of any one or more of the following circumstances:

- If through no fault of floridacentral, the payment account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit union's limit of overdraft account;
- The external transfer service is not working properly and the member knows or has been advised by floridacentral about the malfunction before the transaction is executed;
- Circumstances beyond floridacentral's reasonable control, including without limitation, strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outages of computers or associated equipment, or failure of transportation or communication methods or power supplies.

Provided none of the foregoing exceptions are applicable, if floridacentral causes an incorrect amount of funds to be removed from the member's payment account or causes funds from the payment account to be directed to a payment account which does not comply with payment instructions provided by the member, floridacentral shall be responsible for returning the improperly transferred funds to the member's payment account, and for directing the proper funds to the correct payment account.

In the event that funds are transferred into a member's floridacentral account as a result of an External Transfer and it is determined that such transfer was improper because it was not authorized by the sender or there were not sufficient funds in the sender's account or for any other reason, then floridacentral can hereby withdraw from such member's floridacentral account an amount equal to the amount of funds improperly transferred.

## **External Transfers Cancellation Requests**

If an External Transfer has not been processed, a cancellation may be possible. However, once floridacentral has begun processing an External Transfer, it cannot be cancelled or edited.

### Liability

By enrolling in floridacentral Credit Union's Internet Banking and accessing the External Transfers Service using a User I.D., and Password, the member acknowledges and agrees that this system includes security procedures for transfers initiated through this service that are significantly reasonable. The member agrees to be bound by instructions, whether authorized or unauthorized, which floridacentral implements in compliance with these procedures, unless the member has provided floridacentral prior notice of possible unauthorized use of a password and floridacentral has a reasonable opportunity to act on such notice. The member agrees that floridacentral shall be liable only for floridacentral's negligent performance or non-performance of the services provided pursuant to External Transfers, and that this responsibility shall be limited to the exercise of reasonable and ordinary care.

If floridacentral fails or delays in making a transfer pursuant to the member's instructions, or if we make a transfer in an erroneous amount that is less than the amount per your instructions and within the limit established, unless otherwise required by law or as otherwise provided in this agreement, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If floridacentral makes a payment or transfer in an erroneous amount that exceeds the amount per the member's instructions, or if floridacentral permits an unauthorized payment or transfer after the credit union has had a reasonable time to act on a notice from the member of possible unauthorized use a User ID or password as described in this section above, unless otherwise required by law or as otherwise provided in this agreement, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed 60 days' interest. If floridacentral becomes liable to the member for interest compensation under this agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where floridacentral Credit Union is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will floridacentral be liable for special, indirect or consequential damages including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions or lost profits, even if floridacentral is advised in advance of the possibility of such damages. floridacentral shall not be liable for your attorney's fees, except as required by law.

Unless otherwise required by law, floridacentral shall not be liable for any error or delay on the part of any third party or for any other act or omission of any third party, including without limitation third parties used by floridacentral in executing any payment order relating to a transfer or performing a related act, and no such third party shall be deemed to be our agent. Further, floridacentral shall not be liable to the member or any third party for failure to execute any transfer or perform a related act if such a failure is due to causes or conditions beyond.