

**Funds Transfer Agreement and Notice**  
**Regulation J**  
**UCC – Uniform Commercial Code –**  
**ARTICLE 4A**



This Credit Union is Federally Insured by  
The National Credit Union Administration.

Disclosure-054 (Last Revised: 06/01/2018)

The states of Washington and Oregon have adopted as law Article 4A of the Uniform Commercial Code and the Board of Governors of the Federal Reserve has amended Subpart B of Regulation J. This law and regulation cover the movement of funds by means of wire transfers, automated clearinghouse (ACH) credits and some book-transfers on the Credit Union's records.

The law is intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. This agreement contains several notices which we are required to provide to you as well as establish other terms of agreement which will apply to all funds transfers involving you and the Credit Union. **USING THE CREDIT UNION TO SEND OR RECEIVE FUNDS TRANSFERS SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS OF AGREEMENT.**

To the extent that the terms contained in this agreement are different than those in any other agreement or terms of account, this agreement shall control and be deemed to modify such other agreements or terms of account.

1. This AGREEMENT and NOTICE applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of the Regulation J of the Board of Governors of the Federal Reserve System.
2. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfers requests, amendments, or cancellations. Unless other times are posted for various types of funds transfers, the cut-off times will be 10:30 a.m. and 1:00 p.m. on each weekday that the Credit Union is open which is not a holiday. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

3. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.
4. The Credit Union may establish, from time to time, security procedures to verify the authenticity of payment order(s) issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the Credit Union's security procedure.
5. If you send or receive a wire transfer, Fedwire may be used. Wire transactions are covered by Regulation J and the Credit Union's Funds Transfer Agreement and Notice disclosure.
6. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made to the beneficiary's bank on the basis of the identifying account number even if the number identifies a person other than the named beneficiary. This means you will be liable for any losses or expenses to the Credit Union if the funds transfer is completed based on an incorrect identifying account number that you have provided.
7. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying routing number, the receiving financial institution may process the payment order based on the number given even if it identifies an institution other than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying routing number you have provided.

8. Provisional Payment Disclosure: Credit given by us to you with respect to an Automated Clearing House credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.
9. Notice of Receipt of Entry: Under the operation rules of the National Automated Clearing House Association, which are applicable to ACH transaction involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide you.
10. Choice of Law: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payment shall be construed in accordance with and governed by the laws of the state of Washington, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.
11. If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, the Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.
12. If the Credit Union becomes obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, and applied to the account at the Credit Union to which the funds transfer was made.