

External Funds Transfers

This External Funds Transfer Service Agreement ("Agreement") states the conditions for the electronic funds transfer service to and from Star One Credit Union accounts ("Service"). These terms and conditions are in addition to those terms and conditions set forth in the Membership and Account Agreement and those that apply to any account you have with us.

By clicking on the button by which you elect to enroll in the Service, you acknowledge that you have read, understand and agree to the terms in this Agreement. In this Agreement, the words "Credit Union" "we", "us" or "our" mean, Star One Credit Union and the words "EFT", "FT" or "FTServices" mean the Electronic Funds Transfer services provided by Credit Union under this Agreement through Parsam Technologies, LLC ("Application Provider") and the words "You" or "your" mean each person who is authorized to transact Services on the account or has an interest in the accounts which is accessible through the Service. The accounts at other financial institutions to or from which you request transfers are funds transfer accounts ("FT Accounts"). You represent and warrant that the information you provided here is true, accurate and complete and you have the legal rights to share this with us and our Application Provider. You are granting us and our Application Provider the authority to access the FT Accounts and take whatever actions necessary including but not limited to transfer of funds to provide the services under this Agreement.

1. Service Eligibility

You must be at least eighteen (18) years old, a resident of the United States, and have an e-mail address. You authorize us and our Application Provider to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we or our Application Provider will terminate your use of Service if we or our Application Provider are notified of such situation. You are responsible for maintaining the confidentiality of the account, and are fully responsible for all activities that occur under your account. You agree to: (a) notify us immediately of any unauthorized use of your account, or if you believe your password has been lost or stolen or any other breach of security; (b) ensure that you exit from your account at the end of each session; and (c) accept responsibility for all usage of the Service and any fees associated with it. We and our Application Provider cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. You also acknowledge that once the recipient picks up money, it is non-reversible and non-refundable.

In order to provide you with the Service, the Application Provider will collect your account access and other information necessary to provide desired services. You agree that your provision of the account access and/or personal information is your signature and authorization for us and our Application Provider to serve as your agent to transact with service providers.

Each time you use the Service, you are authorizing the Application Provider as your agent to process your request through or with other service providers. If you grant access to others, you also explicitly authorize this third party to access and use your personal information on your behalf based on your relationship with that third party.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service including, but not limited to, the release of the new Application Provider properties, shall be subject to the Agreement. We may modify the terms of this Agreement, and may discontinue or revise any or all other aspects of the Service in its sole and absolute discretion and without prior notice.

The Application Provider may contact you regarding account status and other matters relevant to the underlying Service and/or the information collected. The Application Provider may also use your account access information for the limited purpose of maintaining and improving the operation of the Service. You can cancel your registration on the Service at any time and have your information deleted from our records. Certain information may be retained by the Application Provider past cancellation date to meet record retention requirements. This provision and the policies outlined herein do not imply contractual or other legal rights of any other party.

2. TERM

This Agreement will be in effect from the date your completed registration is accepted by us and Application Provider. You, us or the Application Provider may terminate this Agreement at any time with or without notice. The provisions and all obligations of and restrictions on you and any user of your account with respect to the Service shall survive any termination of this Agreement. You hereby expressly authorize the Application Provider to act as your agent and to process requests for your accounts through or with any institution, information provider or service provider. You authorize the Application Provider to legally represent you to your institution or service providers through this interface. You are granting us and Application Provider the legal authority to access your accounts and take whatever actions necessary to provide services under this Agreement.

3. Privacy Policy

Neither we nor our Application Provider may sell, exchange, or release your Personal Information or account access information to a third party without your express permission, unless required by law or court or governmental order. Registration Data and certain other information about you are subject to our Security and Privacy Policy. The Application Provider may contact you regarding account status and other matters relevant to the underlying Service and/or the information collected. The Application Provider may also use your account access information for the purpose of maintaining and improving the operation of the Service. You can cancel your registration on the Service at any time and have your information deleted from our records. Certain information may be retained by the Application Provider past cancellation date to meet record retention requirements. This provision and the policies outlined herein do not imply contractual or other legal rights of any other party.

4. External Funds Transfers

Within the Online Banking service, you may separately enroll for the option of transferring funds between your linked personal deposit accounts with us and certain deposit or card accounts at other financial institutions. An “Inbound transfer” moves funds into your Credit Union account from an FT Account. An “Outbound transfer” moves funds from your Credit Union account to an FT Account. You will need to register each of your FT accounts that you wish to use for these transfers. You represent and warrant that you are owner of and have the right to access, use, and authorize us and Application Provider to use these FT Accounts for information and funds transfer purpose as defined in this Agreement. All FT Accounts must be with financial institutions in the United States. No International transactions are supported with the Service. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution.

4.1. Adding FT Accounts: To add an FT Account, you authorize us and Application Provider to access such FT Account as needed to provide this service. Upon adding an FT Account, you authorize us and Application Provider, if necessary, to make small deposits and/or withdrawals to the FT Account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals. Your Account(s) will be available ("activated") for use with service upon online verification of the amount of the deposits/withdrawals. In specific cases there may be some FT Account authorization and activation with or without this deposit verification process.

4.2. ACH Transfers: Upon your request, we or our Application Provider will make electronic transfers from your designated and active FT Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account. If you use a Card Account to fund your transactions, the issuer of your Card Account shall determine whether to treat the transaction as a purchase, a cash advance, or as quasi cash and whether any additional fees will apply. The Credit Union may not investigate discrepancies between account number and names on the account. You agree that we and our Application Provider are not responsible to investigate such discrepancies and may execute the transaction with account number reference only.

5. Transfer Limitations & Requirements

5.1. Transfer Cut-Off: Funds will be debited the business day after you initiate the transfer, and will be credited within three to five business days after you initiate the transfer. However your specific transaction time may vary from this and we and our Application Provider do not guarantee any specific turn around time for the FTS. You should check your accounts to see debit or credit of the amounts to confirm the status of funds. The cut-off time for Standard Transfers is 6:00 p.m. Pacific Time. Any standard transfer made after the cut-off time will be initiated the next business day.

5.2. Transfer Limits: Transfer limits are defined at enrollment to the service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains In Process until fully processed and it will appear as "In

Process" on your Transfer Funds tab within Online Banking. Standard transfers typically remain In Process until it is fully processed which is within three to five business day after the transfer is initiated. We and our Application Provider may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we and our Application Provider may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non- Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

5.3. Modifying or Canceling Transfers: Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your FT Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

5.4. Status E-mail: We and our Application Provider will periodically send messages to your primary e-mail address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary e-mail address is defined in Online Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

6. Fees

There is no fee to initiate standard inbound external funds transfers. There is a non-transferable and non-refundable fee associated with outbound external funds transfers. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service. We and our Application Provider may process a transaction against your account without notice to you. There may be a charge for any failed transaction due to insufficient funds or rejection or reversal of transaction by your FT Accounts institution.

7. Your Liability for Unauthorized Transfers

Please tell us at once if you believe your password has been lost or stolen. Contacting us by telephone is the best way of keeping your losses down. You could lose all the money in your Account. If you believe your password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission provided that you are not trying to defraud us. If you do not tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, please tell us at once if your statement shows electronic fund transfers that you did not make. Telephoning is the best way of keeping your possible losses down. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely

important in the prevention of any wrongful use of your Account. You must promptly examine your Account statement upon receipt. You can see a complete statement of all transactions made through the FTS service online. If you believe that your password has been lost or stolen or you find that our records and your records disagree, you must call us at (408) 543-5202.

8. Our Liability for Failure to Complete Transfers

We and our Application Provider are not responsible for money sent to unintended recipients because you provided or selected incorrect information. We and our Application Provider may not investigate discrepancies between account number and names on the account. You agree that we and our Application Provider are not responsible to investigate such discrepancies and we and our Application Provider may execute the transaction with account number reference only. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We and our Application Provider will not be liable: (i) if, through no fault of ours, you do not have enough money in your Account to make the transfer; (ii) if circumstances beyond our and our Application Provider control (such as fire or flood) prevent the transfer, despite reasonable precautions that we and our Application Provider have taken; or If we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred.; (iii) for any other reason stated elsewhere in this Agreement. In the event we and our Application Provider are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We and our Application Provider will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

9. Business Days

Business days are Monday through Friday, excluding federal holidays. Saturday, Sunday and Monday are considered one business day.

10. Transaction Documentation

A history of your past transactions is kept online. We and our Application Provider do not provide any paper confirmation statements for the Service. Your account balance information is available within the Online Banking Service, but may not be current due to timing or posting differences or errors. Transfers to or from your account will be shown on your periodic account statement.

11. Reporting External Funds Transfer Errors

Telephone us at (408) 543-5202, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. 1. Tell us your name and Account number (if any). 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. 3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require you to send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to

investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12. Modification of Service & Agreement

The Credit Union reserves the right to modify the Service and this Agreement from time to time and we will notify you at least twenty-one (21) days prior to the changes. This Agreement constitutes the entire agreement between you and the Credit Union and our Application Provider as defined in this agreement in addition to those terms and conditions set forth in the Membership and Account Agreement and supersedes all other agreements or understanding, written or oral, regarding this Service and those that apply to any account you have with us. Except as otherwise expressly provided herein, the Credit Union and our Application Provider shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter. You can review the most current version of this Agreement online at the Credit Union website.

13. Termination

We and our Application Provider have the right to terminate your account, any specific financial institution account; reject, reverse, or cancel any transactions you initiate, and/or restrict or condition your ability to transact at any time and for any reason, including but not limited to (a) insufficient funds in your account (b) sharing or disclosing your password with anyone (c) suspicious activity (d) order of any law enforcement agency (e) inability to verify information you provided (f) providing us or our Application Provider with false or inaccurate information (g) hacking, tempering or impacting the service functionality, availability or security (h) using service for unlawful purpose (i) failing to cooperate with any information request or remit service fees that are due and owed to us. You may terminate this Agreement by providing us with written notice in time for us to act on your request. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement you will immediately cease using the Service.

14. No Unlawful Use

As a condition of your use of the Service, you represent and warrant to us and our Application Provider that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement. You may not use the Service in any manner, which could damage, disable, overburden, or impair the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

15. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or

services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of California as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to California law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

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