# CommunityAmerica Credit Union

# Online Banking External Loan Payment Agreement and Consent

#### Overview

External Loan Payment Transfer enables you to make payments to your loan using a checking account or debit card at another Financial Institution. You authorize CommunityAmerica Credit Union (the "credit union"), to electronically debit your designated account (and if necessary, to electronically credit such account to correct erroneous debits) at the other Financial Institution in order to make a payment on your loan as specified.

#### Accounts

By using the External Loan Payment Transfer, you represent and warrant to the Credit Union that you have the right to authorize and permit the Credit Union to access your accounts, and you assure the Credit Union that, by disclosing and authorizing the Credit Union to use such information, you are not violating any third-party rights. You warrant and represent that the information you are providing the Credit Union with is true, current, correct and complete. You hereby authorize and permit the Credit Union to use information submitted by you to accomplish these purposes.

You understand and agree that at all times your relationship with each account provider is independent of the Credit Union and your use of the External Loan Payment Transfer. The Credit Union will not be responsible for any acts or omissions by the Other FI or other provider of any account, including without limitation any modification, interruption or discontinuance of any account by such provider.

YOU AGREE THAT THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE CREDIT UNION'S ACCESS TO THE ACCOUNTS; (2) THE CREDIT UNION'S DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR EXTERNAL LOAN PAYMENT TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY EXTERNAL LOAN PAYMENT TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

## Accuracy of Information you Provide

You agree to provide true, accurate, current and complete information about yourself and your accounts at the Other FI, and you agree not to misrepresent your identity or information related to your accounts at your Other FI. You acknowledge that we will rely on the information provided by you, and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. CommunityAmerica shall have no Liability for any losses resulting directly or indirectly from any of your errors, duplications, ambiguities or misrepresentations in the information that you provide.

### Rejection of Transfers

The Credit Union reserves the right to decline any External Loan Payment, to submit External Loan Payment instructions or orders or to carry out change or cancellation requests.

### Timing of External Loan Payment Transfers and Related Information

Scheduled recurring payments will be posted on the Payment Initiation Date at 3 pm CT. Payments will be credited to your loan on the scheduled Payment Initiation Date after 3 pm CT. Because of the time required to process transactions, a Loan Payment Transfer that you initiate may or may not be reflected in the balances of your affected Accounts before the transaction is actually processed and posted in our official records for the Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Loan Payment Transfers. Future-dated Loan Payment Transfers may be cancelled or changed through the External Loan Payment platform at any time prior to 3 pm CT on the Payment Initiation Date. Funds will be applied to Your Loan account according to the loan terms and conditions.

#### Authorization

You hereby authorize CommunityAmerica Credit Union, to electronically debit your account designated (and if necessary, to electronically credit my account to correct erroneous debits) at the institution listed (\*Other Financial Institution or Other FI\*), in order to make a payment on your CommunityAmerica Credit Union loan as specified.

You agree to and understand that the following terms apply to this authorization:

- i Your account at the Other Financial Institution will be debited (charged) and funds will be credited to your CommunityAmerica Credit Union Ioan.
- i You acknowledge that it is your responsibility to ensure that sufficient funds are on deposit in your account at the Other FI on the payment date the transfer is initiated to make the payment as scheduled. In the event that funds are not available in my account at the other financial institution and the entry is returned, CommunityAmerica Credit Union will impose a return fee and it is my responsibility to re-initiate the transaction or make a payment by other means
- i If the due date for your loan payment falls on a weekend or holiday, the transaction will occur on the next business day.
- i You understand that payments scheduled for the same day or next day may still take a business day to process and anything submitted after 3:00 pm CT will begin processing the next business day.
- i Credit Union is relying on the information you entered. If the information is incorrect, the debit may be returned, which could result in your payment being late and additional fees or charges.
- i You understand that this ACH transaction must comply with all applicable laws. This authorization will remain in effect unless or until you notify Credit Union that you have revoked it. Notice must be given by completing the "change or cancel transaction" in

- the Loan Payment section of the online banking service at least three (3) business days before the effective date of the payment. You can also stop payment by notifying the financial institution that holds the account from which payment will be debited.
- i If any payment is rejected or is reversed for any reason, that payment will be reversed on your loan and you will be responsible for making payment to the Credit Union separately.

## Our Liability

You agree that your External Loan Payment instructions constitute authorization for the Credit Union to complete the transfer. You represent and warrant to the Credit Union that you have enough money in the applicable accounts to make any External Loan Payment you request that the Credit Union makes on your behalf through the External Loan Payment. You understand and agree that the Credit Union is not liable under any circumstances for any losses or damages if, through no fault of the Credit Union, you do not have enough money to make the External Loan Payment, and the External Loan Payment is not completed or is later reversed or if your Financial Institution does not permit the transfer or the External Loan Payment would exceed the credit limit on any applicable overdraft line. You also understand and agree that the Credit Union is not responsible for any losses or damages if circumstances beyond the Credit Union's control (such as fire or flood) prevent the Credit Union from making an External Loan Payment or if the Credit Union website was not working properly, and you knew about the breakdown when you started the External Loan Payment.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, United States of America, without regard to its conflicts of law provisions. By clicking to accept, you acknowledge electronic receipt of the Agreement associated with the Services and agree that you have read and will abide by this Agreement. You understand the most current version of this Agreement appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Services. You also agree the Credit Union does not need to provide you with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Further, you understand that a copy of this Agreement can be printed by using your browser's print command and a printer.