

## Terms & Conditions - Account to Account (A2A) Setup

Account to account (A2A) transfer service allows you to initiate transfers between accounts that you own. These accounts can be located at any institution, and you will be able to transfer funds anytime. You must be a legal owner on all accounts. You can set up as many accounts as you like. In order to transfer available funds from one account to another, you must log on to the ItsMe247 online banking site.

Other important notes regarding A2A transfers:

- There may be a fee associated with each transfer. The fee amount is disclosed in our fee schedule.
- There may be daily limits on the amounts you can transfer between accounts. Consult Element Federal Credit Union for these limitations.
- Transfer requests submitted before 11:30 am, Monday through Friday, will be completed within 48 hours (excluding weekends and federal holidays). Transfer requests made after 11:30 am, Monday through Friday, will be completed within 72 hours (excluding weekends and federal holidays).
- With outgoing transfers, your money will immediately be removed from your account. Transfers will not be made if your account does not contain sufficient funds for the transfer. If you have selected overdraft protection, your account may be overdrawn to the limit established in that agreement.
- Incoming funds are not credited to your account until they arrive from the other financial institution, but the fee is debited at the time of the transfer. With incoming transfers, a \$0 transaction entry will appear in your account history when the transfer is made. When the actual transfer is made by the other financial institution, you will see the zero amount replaced with the amount of the transfer.
- Once the transfer is made, Element Federal Credit Union cannot cancel the transfer. Transfers cannot be reversed.
- Element Federal Credit Union is not responsible for disputed transfers made between the accounts you have authorized for A2A transfers. You agree to hold harmless Element Federal Credit Union from any and all claims, actions and judgments, including costs of defense and attorney's fees incurred in defending against same, arising from and related to disputes involving A2A transfers between your A2A account relationships.

I agree to the following regarding Element Federal Credit Union electronic forms submissions:

1. I understand I may submit transaction and account requests using my computer, tablet, phone or credit union supplied computing device. I can initiate transactions and account requests from anywhere. Element Federal Credit Union will verify my identity by the information I provide on the forms as well as physical identification verification if I complete my transaction in a branch. I agree to these processes.
2. I understand Element Federal Credit Union may collect certain information when I perform a transaction request. This data includes geographic location, identifying mobile device or tablet information or other data used exclusively to verify that I am the person who is authorizing these electronic requests.
3. If I am using the call ahead transaction feature, I understand I will be required to provide proof of my identity when I visit a branch to collect the requested transaction. If I am initiating the transaction request in a branch, I will also be required to provide proof of my identity.

Other terms and conditions:

This Web site and its contents are the property of Element Federal Credit Union and are copyrighted 2012 by Element FCU. All rights reserved. The information presented on this site has been prepared and is for the use of Element Federal Credit Union members only. By downloading any material from this site, I agree that the information is for my own personal use and for no other purposes. Further reproduction of any Element Federal Credit Union copyrighted material or name is prohibited by law.

If I use the e-signature feature of this Web site, then I agree to conduct transactions with electronic records and electronic signatures instead of paper-based documents and signatures. I am under no obligation to transact business electronically. I may choose to simply download forms from this Web site and submit them via regular mail or facsimile.

By my use of the e-signature feature of this Web site, I represent and warrant without reservation that I have the legal right, power, and authority to agree to all terms contained in the electronic records on this Web site on behalf of myself and the member on whose behalf I am acting, if different. I further agree that my use of the e-signature feature of this Web site constitutes an "electronic signature" as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that I have formed, executed, entered into, accepted the terms of, and otherwise authenticated the terms specified herein for the use of the e-signature feature of this Web site. I further acknowledge and agree that proceeding to use the e-signature feature of this Web site constitutes my full agreement to all terms and conditions contained herein and that such agreement is an "electronic record" for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by me and the member on whose behalf I am acting, if different, as if it were any other duly executed paper contract.

By your use of the e-signature feature of this Web site I am deemed to have read every record and document before electronically signing same. If I do not understand any record or document, then I agree to communicate directly with an appropriate agent of Element Federal Credit Union concerning my understanding prior to my continued use of the e-signature feature of this Web site. By my use of the e-signature feature of this Web site, I consent to jurisdiction and venue in Kanawha County, West Virginia, for any dispute arising out of same, and I further agree that Element Federal Credit Union shall be entitled to reasonable attorneys fees, including pre-litigation fees, for enforcement in any court of any of the terms and conditions contained herein.

I agree to immediately notify Element Federal Credit Union of any change in my e-mail address.