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ACH Transfer Agreement

External Transfer Service:

Within Digital Banking you may enroll to transfer funds between your Launch Credit Union ("Launch") savings & checking accounts and your accounts at other eligible U.S. banks. You must be an owner of the Launch CU account and the account at the other bank. Before a transfer can be made, we must verify your ownership of the other bank account; this may take several days. You must opt-in to E-Sign and electronic notices in order to use this service.

When the Money Will Be Available – Transfers to Other Banks

If your transfer request is submitted to Launch prior to the 3:00 pm cut-off time, funds will be debited from your Launch account the day after you submit the request and credited to your account at the other bank within 3-5 business days. If your request is submitted to the other bank, their availability policy will control. Some transfers may be subject to a hold; see your account agreement for details.

When the Money Will Be Available – Transfers to Your Launch CU Account

If your transfer request is submitted to Launch prior to the 3:00 pm cut-off time, funds will be credited to your Launch account within 3 business days after you submit the request. If your request is submitted to the other bank, their availability policy will control. Some transfers may be subject to a hold; see your account agreement for details.

Transfer Limits

You may transfer up to \$2,500.00 per day between your accounts, subject to the other bank's transfer limits. The number of daily transfers is not currently limited; however, some accounts have transaction limits – see your account agreement for details. Launch may change these limits at any time without prior notice.

Transfer Fees

A fee may apply to each transfer. See the Launch Schedule of Fees and Charges for details. Any fees will be deducted from your checking account, or if that account has an insufficient balance, any of your other accounts at Launch.

Responsibility For Errors

You acknowledge and agree that Launch will rely on the information you provide in originating each transfer. Any errors in the information, including incorrect or inconsistent account names and numbers, the ABA number, or name of the financial institution, could result in a loss of your money and are your responsibility. If notified promptly, Launch may assist you by trying to recall the transfer, but Launch will not be liable for the erroneous transfer based on the information you provided and will not reimburse you for your loss.

Rejection of an External Transfer

Launch reserves the right to reject any funds transfer request. Transfer requests may be rejected if the dollar value of one or more transfer requests exceed the daily or monthly transfer limit, if the transfer account has insufficient available funds for the amount of the external transfer plus any applicable fee, if the request is incomplete or unclear, if a requested transfer poses a security risk or violates law, or if Launch is unable to fulfill the request for any other reason. Transfers are subject to the rules of the National Automated Clearing House

Association and the applicable automated clearing house, as well as any EFT Network used for the transfer. Launch may terminate your use of this service at any time without notice.

Changes to This Agreement

Launch may amend this Agreement at any time by posting a revised version on its web site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated. Launch may also provide you with an e-mail notice or may require you to affirmatively acknowledge or accept the revised Agreement in order to continue using this service. Any use of this service after a notice of change (whether by web site posting, -email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Limitations of Warranties

THIS SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF LAUNCH AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS.

Limitation on Liability

IN NO EVENT WILL LAUNCH OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages

LAUNCH'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS SERVICE AND AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Time for Making a Claim

IN NO EVENT WILL LAUNCH OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED UNLESS YOU STATE THE CLAIM IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnification

You agree to indemnify, defend, and hold Launch and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and costs (including but not limited to reasonable attorneys' fees) arising from your use of this service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your accounts.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

Applicable Law and Venue

This service is provided in the State of Florida. The laws of the State of Florida will govern the service and this Agreement, without giving effect to any principles of conflicts of laws. Venue of any action brought against Launch will be in Brevard County, Florida.

Incorporation of Account Terms

The terms of your account are applicable to this service and are incorporated herein by reference.