



ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

EFFECTIVE APRIL 2013

**IMPORTANT DOCUMENTS
PLEASE KEEP FOR YOUR RECORDS**

**THIS DISCLOSURE
SUPERSEDES ALL DISCLOSURES
PRIOR TO THE EFFECTIVE DATE
SHOWN ABOVE**

www.fpcu.org

ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

This Electronic Services Disclosure and Agreement (this "Agreement") is required by the Electronic Fund Transfer Act and Regulation E, which are federal laws defining my rights and responsibilities as a member who uses electronic fund transfer ("EFT") services offered by you. The words "I," "me," "my," "us" and "our" mean each and all of those who apply for and/or use any of the electronic services described in this Agreement. The words "Credit Union", "you," "your," and "yours" mean FINANCIAL PARTNERS CREDIT UNION. By retaining, using or allowing others to use the EFT services offered by Financial Partners, I am agreeing to be bound by the terms and conditions of this Agreement.

If approved, I may conduct any one or more of the following EFT services currently offered by the Credit Union.

PREAUTHORIZED DEPOSIT AND PAYMENT SERVICES

Direct Deposit. Upon instruction of (i) my employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept electronic deposits of my net paycheck, payroll deductions, pension checks or Federal Recurring Payments (i.e., Social Security payments) to my designated savings, checking or money market account.

Preauthorized Payments. Upon instruction, you will pay certain recurring transactions from a designated savings, checking or money market account.

Notification of Preauthorized Deposits. If I have arranged with a third party (i.e., the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at 562.904.3000 or 800.950.7328 and you will advise me whether or not the preauthorized deposit has been made.

Notice of Varying Amounts. If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

Right to Stop Preauthorized Payment. If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at: 562.904.3000 or 800.950.7328, or write you at P. O. Box 7005, Downey, California 90241 in time for you to receive my stop request but at least three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call. You will charge me for each stop payment or revocation request I give pursuant to your current Fee Schedule and Service Charges. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party. Your Liability for Failure to Stop Payment. If I order you to stop one of my preauthorized payments at least three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

ELECTRONIC CHECK TRANSACTIONS Types of Available Transactions. I may authorize a one-time transfer of funds from my checking account via ACH by providing a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account and serial numbers ("Electronic Check Transaction") to (1) pay for purchases or (2) pay bills.

I may make such a payment via ACH whether the check I provide is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by me (the consumer), the merchant, other payee, or the payee's financial institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Remotely-Created Checks. If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the

overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

BANK-BY-PHONE

Bank-By-Phone is an audio response electronic telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff, using the telephone keypad. I cannot use Bank-By-Phone without an identification number, which you refer to as a Bank-By-Phone PIN. I can request a Bank-ByPhone PIN by calling 562.904.3000 or 800.950.7328. I am responsible for the safekeeping of the PIN provided by you and for all transactions made by use of Bank-By-Phone.

Types of Available Transactions. I may use my Bank-By-Phone PIN to verify certain information on my Accounts, such as current balances, review transaction history and verify the date and amount of my last deposit. I may also perform certain transactions, including transfers between my Accounts, access my Line of Credit, Credit Card or Home Equity Line of Credit account to request loan advances, and make withdrawals from my savings, checking, Money Market, Line of Credit Account or Home Equity Line of Credit account for which a check will be mailed to me at home. Mortgage Loan balances and the ability to make payments are available. However, transaction history for Mortgage Loans is not accessible through this service.

Limitations on Frequency and Dollar Amount of Transactions.

1. The number of account withdrawals through Bank-By-Phone are unlimited, to the extent I have available funds in my account, or available credit from my Line of Credit, Credit Card or Home Equity Line of Credit Account. Withdrawals from my savings are limited by REG D.
2. For security reasons, there are limits on the dollar amount of transactions I can make on Bank-By-Phone.

eBANKING

eBanking is your home banking service that allows me access to my Accounts through the use of a personal computer or remote computer terminal, communications software, a modem and my eBanking Password that I have selected.

Account Access. eBanking is available for my savings account(s) (excluding IRA Savings) or checking account(s), money market account(s), Line of Credit Account, Credit Card Account, and most other loan account(s) (with the exception of Mortgage Loans) using my Password.

Types of Available Transactions. I may use my eBanking Password to:

1. Obtain current and available account balances;
2. Obtain loan balances, payment due dates and pay off information;
3. Obtain dividend and interest paid prior year and current year-to-date;
4. Obtain transaction information;
5. Request a check withdrawal by Credit Union check from my savings, checking, Money Market or Line of Credit Accounts made payable to the Primary Member and mailed to the current address of record of the Primary Member;
6. Transfer funds between my savings, checking or Money Market accounts;
7. Transfer funds to my consumer and mortgage loans;
8. Transfer funds from my Line of Credit and/or Credit Card to my savings, checking or Money Market accounts;
9. Access Bill Pay; and
10. Obtain Credit Card advances and balance transfers.

Limitations on Frequency and Dollar Amount of Transactions.

1. Withdrawals from my savings account(s) or checking account(s) or loan advances on my Line of Credit and/or Credit Card, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction or frequency except as listed below.
2. All withdrawals and transfers from a savings or checking account are limited to the extent of available funds in the account or available credit from my Line of Credit, Credit Card or Home Equity Line of Credit Account.

BILL PAY SERVICE THROUGH eBANKING

Bill Pay Service. Through your eBanking you offer Bill Pay services so that I may pay my bills to third-party creditors and payees electronically. I may be required to comply with other instructions and agreements provided on-line when I log onto the Bill Pay service.

There is no limit on the number of bill payments per day. While it is anticipated that most transactions will be processed on my selected Withdrawal Date, it is understood that due to circumstances beyond your control, particularly delays in

handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to my account with the designated payee. For this reason, I understand that all Withdrawal Dates selected should be five (5) business days before the actual due date (not the late date and/or the grace period). If I properly follow the procedures described herein, and you fail to send a payment according to the payment instructions received, you will bear responsibility for all late charges up to a maximum of \$50. In any other event, including but not limited to choosing a Withdrawal Date which is not five (5) business days before the due date, or on or past the due date stated on my invoice, the risk of incurring and responsibility for paying any and all late charges or penalties shall be borne by me.

BILL PAY SERVICE THROUGH MOBILE BANKING

Through your Mobile Banking you offer Bill Pay services so that I may schedule and delete payments to third-party creditors and other existing payees electronically.

MOBILE BANKING

Mobile Banking is a web-based application that operates on a browser or via an operating system specific application providing 24/7 banking via cell phone or most other handheld devices. By using your Mobile Banking system, I agree to the terms and conditions outlined herein. I may use Mobile Banking to verify certain information on my Accounts, such as to check current balances, review transaction history, locate fee-free ATMs, and view pending online Bill Payment requests. I may also perform certain transactions, including share transfers, loan and credit card payments, and scheduling bill payments. Enrollment is exclusively available to internet banking members, offering self enrollment upon successful log in. Upon enrollment, and upon each access to Mobile Banking, a one-time password will be sent to the enrolled cell phone via email with a link to access Mobile Banking.

Some security measures I should take:

- Password protect all mobile phones
- Download FPCU Mobile applications only from trusted sources (App Store)
- Refrain from enabling the "install from unknown sources" feature in mobile banking platforms using the Android operating system
- Avoid storing usernames and passwords on the mobile phone
- Keep the mobile phone with me or secure the device when not in use.

- Remember: FPCU will never include confidential information in a text or email; nor would FPCU request me to provide personal information via text or email.
- Change my eBanking/Mobile password immediately if my mobile phone is lost or stolen (www.fpcu.org)
- Notify FPCU or carrier immediately if the mobile phone is lost or stolen; ensure it is then deactivated.
- Refrain from modifying mobile phones as it may disable important security features
- Install antivirus software
- Adopt safe practices modeled after those for personal computers, such as not opening attachments or clicking on links contained in email received from unfamiliar sources

MOBILE DEPOSIT SERVICES

Mobile Deposit Services are only provided through a mobile application (app) made available by FPCU through my phones APP STORE. From time to time I may be required to install the most recent version of the app to ensure that minimum hardware and software requirements are met in order to ensure image quality.

I understand that only checks made payable to me, drawn on financial institutions within the United States and in US currency may be deposited through this service. I further understand that the Service may reject a check for deposit or require a review of the item before posting the funds to my account when the image quality is poor, the check format is nonstandard or there appears to be a discrepancy. I further understand that should I misuse this service or any other FPCU service, access to Mobile Deposit may be restricted.

I understand I should retain the original deposited check for approximately 10 days in the event there is an issue with the deposited check. I understand that all credit received for deposits made through the Service are provisional, subject to verification and final settlement. I will safeguard the deposited item. Should I deposit a check that does not meet the above requirements or is not endorsed by all parties or is returned for any reason, I agree to indemnify you for any loss sustained by FPCU for accepting a deposit and that the returned item may be charged to my Account. I further understand that I may be required to provide written Indemnification that the check has been destroyed before you will return the item to me in the form of an IRD (Image Replacement Documents).

Deposits made during normal business hours are considered to be deposited on the date of the deposit. Deposits made after normal business hours, weekends or holidays are considered deposited on the following business day. Deposit limits are set based on my relationship with the credit union. My deposit amount is displayed when I navigate to the Mobile Deposit function. Standard holds may apply (see Funds Availability within Truth in Savings disclosure); however, at a minimum \$200 will be made available to me on the date my deposit is considered deposited.

I make the following representations and warranties to you:

- a. I, and any user I authorize, will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and will not violate any law of any country or the intellectual property rights of any third party.
- b. I will use the Service to transmit and deposit only Images of Items acceptable for deposit through the Service and will handle items as agreed herein.
 - a. Checks are valid negotiable instruments.
 - b. Each check bears all required and authorized endorsements.
 - c. Each check has been endorsed as "For deposit Only"
 - d. The check has not been altered.
 - e. The original check has not and will not be deposited through any other channels (i.e. ATM, branch, etc.).
 - f. All Images accurately and legibly represent all of the information on the front and back of the check.
- c. I will not use the Service to transmit or deposit any check,
 - a. payable to any person or entity other than me,
 - b. drawn on my own account,
 - c. which I know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement,
 - d. that is a substitute check or image replacement document,
 - e. that is drawn on an institution located outside of the US, or
 - f. that is created by me purportedly on behalf of the maker, such as a remotely created check.
- d. If I am acting on behalf of a small business entity, I am fully authorized to execute this agreement and meet all quality standards requirements of Check 21. The images I submit through the Service are not considered received by you until I receive a message acknowledging that you received my deposit. However, this confirmation does not mean that the transmission was complete or error free. I understand that you will process the images I send to you electronically. If I send you images that are

incomplete, fail to satisfy your image quality requirements, or otherwise do not meet the requirements of Check 21 or any image exchange agreement that would cover your further electronic transmission of images that I send you, or you are otherwise unable to process images that I sent you, you may charge the Images back to my account.

Mobile Send Money powered by PayPal.

By accepting the terms and conditions to access FPCU Mobile, I am eligible for the Send Money Service. To use the Send Money Service to make a transfer funds from one of my FPCU accounts to the recipient all I need is a valid email address or cell phone number for the recipient.

I agree not to use the Send Money Service to send money from anyone to whom I am obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

When I use my FPCU account to initiate a Send Money transaction powered by PayPal, I am requesting an electronic transfer from my FPCU account. For these transactions, FPCU will make an electronic transfer via ACH from my account in the amount I specified. I agree that such requests constitute my authorization to FPCU to make the transfer. Once I have provided my authorization for the transfer, I will not be able to cancel the electronic transfer.

When I send money, the recipient is not required to accept it. I agree that I will not hold FPCU liable for any damages resulting from a recipient's decision not to accept a payment made through the Send Money Services. Any unclaimed, refunded or denied payment will be returned to my account within 30 Days of the date I initiated payment. I am responsible for confirming the accuracy of the information I provide about each payment I send, including the email address or cell/mobile phone number of the recipient and the amount of the transaction.

ATM ELECTRONIC FUNDS TRANSACTIONS

I understand that you may issue me/us an ATM Card or Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the Maestro® Logo, STAR Logo and belonging to the CO-OP Network System of ATMs or a Credit Card to obtain advances at ATMs bearing the MasterCard logo then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that you will provide me.

Types of Available Transactions and Limits on Transactions. Types of available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), (such as, for example, withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

Account Access. The ATM services which you make available to me and which are covered by this Agreement are:

1. Deposits to my savings account(s), checking account(s) and money market account(s) at your proprietary ATM(s) and some CO-OP Network ATMs;
2. Withdrawals from my savings account(s) and checking account(s) and accounts on which I am a signer (Cross-Accounts);
3. Transfers from my savings account(s) to my checking account(s) within the same account number at your proprietary ATM(s) (and some shared network ATMs);
4. Loan payments made by cash, check or by transfer of funds from my savings account(s) or checking account(s) at your proprietary ATM(s) (and some shared network ATMs);
5. Advances on my Line of Credit or Home Equity Line of Credit Account at your proprietary ATM(s) only;
6. Advances on my Credit Card line using the applicable Credit Card at ATMs displaying the MasterCard logo; and
7. Balance inquiries.

Unless otherwise noted, the above services are generally available at ATMs on the Maestro®, MasterCard®, STAR Network and CO-OP Network Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs. When I use an ATM not owned by you, I may be charged a fee by the ATM operator [or any network used] (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer). In addition, transactions at a Shared Network System (except CO-OP Network) terminal may be subject to a Network Transaction Fee charged to my savings or checking account at the end of the month.

Limitations on Frequency and Dollar Amount of Transactions.

The maximum combined amount that I and any joint account holder(s) may withdraw from my account(s) via ATM(s) will be at least \$600 per day. This includes a combination of Savings, Checking and Money Market withdrawals. I understand withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, at your sole discretion.

The maximum combined amount that I and any joint account holder(s) may use to make purchases through POS/Signature-based transactions will be at least \$2,500 per day.

My ATM, Debit and/or Credit Card (herein "Card").

Both a Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE. IF I DO, I AM RESPONSIBLE FOR ANY UNAUTHORIZED USE.
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

Safety at the ATM or Kiosk. I understand that I should use caution at all times when using an ATM, kiosk or POS terminal. Some precautions I can take are: observe the area for anything unusual or suspicious; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors and roll up all but the driver's window when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately.

Personal Identification Number. I agree to memorize my PIN(s) and will not write it on the Card(s). If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Fee Schedule and Service Charges.

Ownership of ATM Card, Debit Card, Credit Card ("Card"). The Card remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify or restrict the use of any Card upon proper notice or without notice if my account is overdrawn or over limit, if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM, kiosk or POS system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

Making Electronic Fund Transactions. I agree to follow the instructions posted or otherwise given by you or any ATM, kiosk or POS terminal concerning use of the machines.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM/POS/DEBIT/CREDIT CARDS

Renewal of Cards. For my protection, my Card is issued with an expiration date. If my account is active and in good standing, you will issue a renewal Card upon expiration. ATM/POS Transactions. By using the Card at your ATM or CO-OP Network ATM, I may make deposits (at designated CO-OP Network ATMs), withdrawals, and transfer funds between my savings and checking accounts and make balance inquiries free of charge. I may also use my Card and PIN at point-of-sale (POS) terminals to make purchases and get cash back at particular merchants.

Debit Transactions. I may use my Debit Card for purchases at all merchant locations which accept MasterCard for payment. When I do so, I use my Card as a Debit Card and my Card works much like a check I write on my checking account. My Card is not a credit card, which means I may not defer payment of my Debit transactions. When I use my Card for these transactions, I am making withdrawals from my designated checking account and I must follow the procedures established by the merchant and you for using my Card. I may be asked to sign a sales slip, withdrawal slip, or other document, or just provide my Card number.

You are not liable for the refusal or inability of any electronic terminal, merchant, or financial institution to honor the Card or to complete a withdrawal from my account, or for their retention of the Card.

The transaction amount, including any charges imposed by the merchant or financial institution, is deducted from the checking account I designated for use with my Card. You may debit or place a hold on my designated account for a transaction either on the day it is presented to you for payment, by electronic or

other means, or on the day you receive notice of the transaction, whichever is earlier. If a merchant or financial institution requests an authorization, you may place a hold on funds for the authorized transaction amount. As a result, I will not have access to the funds on hold for up to five (5) days for the authorized transaction amount. This means I will not have access to the funds on hold, other than for the transaction authorized, for the period of the hold.

I may not stop payment on a Debit transaction made with my Card. Furthermore, because my Card is a Debit Card, and not a credit card, if I have a problem with the quality of the goods or services I have purchased with my Card, I will have to settle it directly with the merchant.

Transaction Authorization. By using my Card in conjunction with my PIN at an ATM or kiosk, I authorize you to provide account balance information, to accept deposits, and to make withdrawals and transfers into or from my accounts with you in accordance with commands entered into the ATM or kiosk. By signing a sales draft or other document at a merchant that accepts the Debit Card as payment, I authorize you to debit my designated checking account for the transaction amount, including any charges imposed by the merchant or financial institution. I may make cash advances and purchases only to the extent I have funds available in my designated checking account.

Foreign Currency Transactions. If I effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard® International, Inc. will convert the sale into U.S. dollars. MasterCard International will use its currency conversion procedure, which is generally a government mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or statement posting date.

Returns and Adjustments. Merchants and others who honor the Card may give credit for returns and adjustments and then will do so by sending you a credit slip that will post to your designated checking account.

ADDITIONAL DISCLOSURES APPLICABLE TO ALL EFT SERVICES

Right to Receive Documentation of Transactions.

1. **Transaction Receipt.** I will receive a receipt at the time I make any transfer to or from my account using one of the ATMs, kiosk or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you.

2. Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using the ATMs, kiosk, POS terminals, Bank-By-Phone, eBanking, Mobile Banking, Bill Pay Services, which will show the calendar date that I initiated the transfer, the type of transfer and the account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.
3. eBanking Transaction. I may print a record of any individual transaction conducted through the Service at the time the transaction is completed.

Illegal Transactions. My Card and/or Account may not be used for any illegal activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve gambling of any sort. I agree to indemnify the Credit Union for my use of the Card, Card number or PIN for illegal transactions. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting. I must tell you AT ONCE if I believe my Card(s), Bank-By-Phone access code, Card PIN or eBanking and Mobile Password (collectively "Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50. If someone used my Card(s) and/ or PIN(s) without my permission. I may be required to submit a notarized affidavit of Unauthorized Transaction and file a police report to recover any loss of funds.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Card(s) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.

Also, if my statement shows transfers that I did not make, I must tell you at once. If I do NOT tell you within thirty (30) days after the statement was mailed to me, I may not get back any money I lost after the thirty (30) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If I can document a good reason (such as a long trip or hospital stay) kept me from telling you, you will extend the time period.

Exceptions: The current U.S. regional MasterCard rules provide US \$0 (zero) liability to consumers for unauthorized use if the Credit Card and Debit Card holder meets three (3) conditions, including a requirement that the cardholder report the fraud, theft, or loss of their Credit or Debit Card. The three (3) conditions required for US\$0 liability are as follows:

1. The cardholder must have exercised reasonable care in safeguarding his or her Credit or Debit Card from risk of loss or theft;
2. The cardholder must not have reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months; and
3. The account must be in good standing.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction. If I believe my Card(s), PIN(s) or Password has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, or if I believe a transfer has been made using the information from my check without my permission; I must telephone you at: 562.904.3000 or **800.950.7328**, or write you at:

**FINANCIAL PARTNERS CREDIT UNION,
P.O. Box 7005,
Downey, CA 90241.**

Electronic Signatures. All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, Bank-By-Phone, eBanking, Mobile Banking, Bill Pay or other electronic transaction contemplated hereunder which would otherwise require my "wet" signature, or other authorized signature, shall be valid and effective as if "wet" signed by me when accomplished by use of an Electronic Check Transaction, Card(s), PIN(s), or Password or as otherwise authorized under this Agreement.

Business Day Disclosure. Your business days are Monday through Friday, except holidays. ATMs, Kiosk, POS terminals, Bank-By-Phone, eBanking and Mobile

Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.

Disclosure of Account Information to Third Parties. You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency or Court order, or any legal process; or
4. If I give you written permission.

In Case of Errors or Questions About My Electronic Services Transactions, I must: Telephone you at: **562.904.3000** or **800.950.7328**, or write you at:

FINANCIAL PARTNERS CREDIT Union
P. O. Box 7005
Downey, CA 90241

as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the **FIRST** statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. 3 Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days. If you do not receive it within ten (10) business days, you may not credit my account.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. However, if the notice of error involves a transfer to or from an account within thirty days after the first deposit to the account was made, you may have up to twenty (20) days to

determine if an error occurred and you will credit such an account within twenty (20) days if more time is needed to complete your investigation.

For an electronic fund transfer resulting from a Point of Sale Debit Card transaction, initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, you may take up to ninety (90) rather than forty five (45) calendar days to complete your investigation.

You will tell me the results within three (3) business days after completing your investigation. If you decide there was no error, you will send me a written explanation. I may ask for copies of the documents you used in your investigation.

Your Liability for Failure to Make or Complete Electronic Funds Transactions. If you do not properly complete an electronic funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction or I have exceeded the number of allowed transactions in accordance with Regulation D (refer to the Truth in Savings Agreement);
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g. the U. S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, POS terminal, kiosk, Bank-By-Phone, eBanking, Mobile Banking or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
7. My ATM Card, Debit or Credit Card (herein "Cards") has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained at my request, or because my Cards, Bank-By-Phone PIN or eBanking or Mobile Banking Password has been repeatedly entered incorrectly;
8. The transaction would exceed my available Line of Credit or Credit Card limit;

9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
10. There may be other exceptions.

Charges for EFT Services. All charges associated with my electronic funds transactions are disclosed in your Fee Schedule and Services Charges which accompanies this Agreement. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my designated checking or savings account.

Overdraft to Line of Credit. I understand that if I have an overdraft Line of Credit Account in conjunction with my Checking Account, then I may use that Line of Credit to fund any overdraft on my Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Checking Account or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my Line of Credit Account, if any, or withdraw funds from my Share Account(s) or make a withdrawal from other accounts on which I am a joint owner.

Overdraft to Credit Card. I understand that if I have a Credit Card Account I can authorize you to use that Credit Card to fund any overdraft on my Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Checking Account or my Credit Card, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my Credit Card Account, if any, or withdraw funds from my Share Account(s) or make a withdrawal from other accounts on which I am a joint owner.

Overdraft Privilege. I understand that you may, at your discretion, authorize and pay overdrafts for the following types of transactions: checks and ACH transactions from my checking account automatic bill payments, recurring bill payments paid with my Debit Card as disclosed in your Truth-in-Savings Disclosure provided to me.

I understand that you may not authorize and pay overdrafts for the following types of transactions unless I opt-in to this service:

- ATM transactions

- Everyday debit card transactions

Change in Terms. You may change the terms and charges for the services indicated in this Agreement and may amend this Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s) when required by law.

Termination of Electronic Funds Transaction Services. I may, by written request, terminate any of the electronic services provided for in this Agreement. You reserve the right to terminate my right to make electronic funds transactions at any time upon written notice when required by law.

Termination of services to any individual, revocation of the license to use software, or discontinuance of services shall not affect my liability or obligations under this Agreement.

If I ask you to terminate my account or the use of an ATM Card, Debit or Credit Card or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

Enforcement. I am liable to you for any loss, cost or expenses you incur resulting from my failure to follow this Agreement. I authorize you to deduct any such loss, costs or expenses from my Account without prior notice to me. If you bring a legal action to collect any amount due under or to enforce this Agreement, you shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

Copy Received. I acknowledge receipt of a copy of this Agreement.



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Your savings federally insured to at least \$250,000 and backed by the full faith and credit of the United States Government.

