

# **ELECTRONIC SERVICES DISCLOSURE & AGREEMENT**

**PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS**

THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES  
PRIOR TO THE EFFECTIVE DATE SHOWN BELOW.

EFFECTIVE MARCH 1, 2016



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## ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In this Disclosure and Agreement, 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 Disclosure and Agreement. The words "you," "your," and "yours" mean LA LOMA FEDERAL CREDIT UNION. My acceptance, retention, activation, or use of an ATM Card, VISA® Check Card, VISA Credit Card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

I understand and agree, for myself (and any person or entity I represent if I sign as a representative of another person or entity) to the terms of this Disclosure and Agreement and your Schedule of Fees and Charges.

I understand and agree that this Disclosure and Agreement, along with any other documents you give me pertaining to my account(s), is a contract that establishes the rules that control my account(s) with you. When I accept, retain, activate, or use of an ATM Card, VISA® Check Card, VISA Credit Card or conduct other electronic funds transactions hereunder, I agree to follow these rules.

The purpose of this Disclosure and Agreement is to:

1. Apply and explain some laws that apply to common transactions;
2. Establish rules to cover transactions or events that the law does not regulate;
3. Establish rules for certain transactions or events that the law regulates but for which it permits variations by agreement; and
4. Provide disclosures of some Credit Union policies to which I may be entitled or in which I might be interested.

I understand and agree that if any provision of this Disclosure and Agreement is found to be unenforceable according to its terms, all remaining provisions will remain in full force and effect. You may permit some variations from this Disclosure and Agreement, but you will only agree to do so in writing.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; payroll deductions; preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized withdrawals for bill payments and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs such as the CO-OP Network, Star®, and VISA®, and such other systems as may be added from time to time; Express Line Electronic Telephone Banking; Online Banking; Bill Pay; Mobile Remote Deposit Capture Services; Electronic Check Transactions; and Point of Sale (POS) Transactions. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules, and regulations applicable to my savings account(s), money market account(s), checking account(s), VISA Credit Card, personal line of credit, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

### GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

**Business Day Disclosure.** Your business days are Monday through Friday, except holidays. ATMs, POS terminals, the Express Line Electronic Telephone Banking System, and Online Banking are generally open, but not always accessible, 24 hours a day, 7 days a week. Online Banking may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet Service Provider and Internet software.

**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;
- (2) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with a government agency or Court order, or any legal process;
- (4) If I give you written permission; or
- (5) As otherwise permissible under applicable law.

### In Case of Errors or Questions About My Electronic Services Transactions.

Telephone you at: (909) 796-0206

or write you at: LA LOMA FEDERAL CREDIT UNION  
P.O. Box 906  
Loma Linda, CA 92354

ATTENTION: Electronic Funds Transfer Department

or e-mail you at: msr@lfcu.org

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) 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.

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. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

In accordance with VISA Operating Rules and Regulations, I will receive provisional credit for VISA Check Card losses for unauthorized use within five (5) business days after I have notified you of the loss.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that 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;
- (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, Express Line System, Online 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, VISA Check Card, VISACredit Card, or check(s) has been reported lost or stolen, or my Card has expired, is damaged so that the terminal cannot read the encoding strip, has not been activated, is inactive due to non-use, is retained by you at my request, or because my Card, Express Line, or Online Banking PIN has been reported lost or stolen or repeatedly entered incorrectly;
- (8) The transaction would exceed my Line of Credit limit or VISACredit 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.

**Email Communications:** I may communicate with you via electronic mail (email); however, I may only email you general questions and not account information questions. You will not respond to account information-related questions sent to you via email. Also, I should not send you any confidential account or other information via email. I understand that I may not perform transactions on my account via email. I cannot request a stop payment or report an unauthorized transaction via email. Given that these types of requests/transactions require expeditious handling, I must make these requests by calling or mailing a letter to you as noted in this Disclosure and Agreement. I agree that you may take a reasonable amount of time to act on any email you actually receive from me. I agree that you are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or any decision I make using this information. You will only respond to emails from the email address you have on file for me. If I change my email address, I will notify you in writing.

**Fees and Charges for Electronic Funds Transaction Services.** All fees and charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges, which accompanies this Disclosure and Agreement. A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges for each stop payment order I give. There may also be a charge assessed if I overdraw my Checking Account by the use of a VISA Check Card. 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 savings account, money market account, or checking account.

**Change in Terms.** You may change the terms and charges for the services indicated in this Electronic Services Disclosure and Agreement and may amend, modify, add to, or delete from this Disclosure and 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), or as otherwise provided by law.

**Disclosure of Delayed Funds Availability.** You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, I will see your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

**Termination of Electronic Funds Transaction Services.** I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice and may reinstate such services at your discretion. If I ask you to terminate my account or the use of an ATM Card, or any other access device, I will remain liable for subsequent authorized transactions occurring prior to and after such termination.

**Account Access.** My Account, the Card(s), or any other access device or method (including automated clearing house (ACH) and Electronic Check Transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling 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. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

**Collections.** I agree that you shall be entitled to recover any money owed by me to you as a result of my use of, or the use of anyone I have provided access to, any of your electronic services, and I agree to repay any amounts that create an overdrawn balance immediately upon demand. I may be charged an overdraft fee, as disclosed in your Schedule of Fees and Charges, if permissible under applicable law. I grant you a security interest in my present and future shares on deposit and you have the right to apply such shares against any amounts owed to you by me (e.g., overdrafts and any related fees and charges). If any legal action is required to collect amounts I owe, I agree to pay all costs of collection, including reasonable attorneys' fees, court costs, and other charges incurred by enforcing your rights under this Disclosure and Agreement.

**Indemnification.** To the extent permitted by law, I agree to indemnify, defend, and hold you and your directors, officers, employees, and agents harmless from and against any damage, expense, loss, or liability of any kind that you may incur, including, but not limited to, attorneys' fees and court costs that result, directly or indirectly, in whole or in part, from my use of any electronic service governed by this Disclosure and Agreement.

**Relationship to Other Documents.** The information in this Disclosure and Agreement applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

**Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

**Copy Received.** I acknowledge receipt of a copy of this Disclosure and Agreement.

**ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS,  
PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS**

If I have arranged to have preauthorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following applies to me.

**Account Access.** Preauthorized deposits may be made to my savings account(s) or checking account(s).

**Notification of Preauthorized Deposits.** If I have arranged with a third party (for example, 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 (909) 796-0206 and you will advise me whether or not the preauthorized deposit has been made.

**Documentation of Preauthorized Deposits.** Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

**ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES**

If I have requested a preauthorized payment to a third party from my checking account with you, the following applies to me.

**Account Access.** Preauthorized payments may be made from my checking account only.

**Right to Receive Documentation of Preauthorized Payment:**

**Initial Authorization.** I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.

**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.

**Periodic Statement.** I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

**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: (909) 796-0206 or write you at LA LOMA FEDERAL CREDIT UNION, P.O. Box 906, Loma Linda, CA 92354, ATTENTION: Electronic Funds Transfer Department, in time for you to receive my stop request no less than 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 confirmation of my request in writing at the above address and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Schedule of Fees and 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 no less than 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. I agree to pay you a Stop Payment Fee in accordance with your Schedule of Fees and Charges for each stop payment order I give.

**Liability for Unauthorized Electronic Payments.** I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, Express Line Electronic Telephone Banking Transactions, Online Banking Transactions, Bill Pay, and Electronic Check Transactions."

**ADDITIONAL DISCLOSURES APPLICABLE TO EXPRESS LINE ELECTRONIC TELEPHONE BANKING**

Express Line Electronic Telephone Banking is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use Express Line Electronic Telephone Banking, I must request the service and then you will provide me with a PIN for access to your Express Line Electronic Telephone Banking System.

**Types of Available Transactions.** I may use my Express Line PIN to:

- (1) Make withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or checking account(s) or advances on my personal line of credit by Credit Union check issued in the name of the member appearing first on the account signature card mailed to my address of record;
- (2) Transfer funds between my savings account(s), checking account(s), and loan account(s);
- (3) Make loan payments by transferring the amount of the payment from my savings account(s) or my checking account(s);
- (4) Make account balance inquiries on my savings account(s), checking account(s), or loan account(s); and
- (5) Find out if a check written within the past three (3) months has cleared.

You may offer additional services in the future and, if so, I will be notified of them.

**Limitations on Frequency and Dollar Amount of Transactions.**

- (1) Account withdrawals by check through your Express Line Electronic Telephone Banking System are limited to the extent of collected funds available in my account and/or funds available from my line of credit account. We allow min:\$100 max:\$5000 loan to check; \$5000 share to check; min:\$100 max:\$30,000 loan to share; \$30,000 share to share; \$30,000 share to loan .
- (2) In the event my Express Line PIN is lost or stolen, there may be restrictions on transactions I can make on the Express Line Electronic Telephone Banking System.

**Express Line Personal Identification Number (PIN).** I understand that I cannot use the Express Line Electronic Telephone Banking System without an identification number, which you refer to as an Express Line PIN. You will provide a temporary Express Line PIN to me and I agree to change it to a PIN of my own choosing using the Express Line System. I am responsible for the safekeeping of my Express Line PIN provided by you and for all transactions made by use of the Express Line Electronic Telephone Banking System.

I will notify you immediately and send written confirmation if my Express Line PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to the Express Line PIN. If I disclose my Express Line PIN to anyone, however, I understand that I have given them access to my account via the Express Line Electronic Telephone Banking System and that I am responsible for any such transactions.

I further understand that my Express Line PIN is not transferable and I will not disclose the Express Line PIN or permit any unauthorized use thereof.



## ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING AND BILL PAY SERVICES

Online Banking is your computer banking service (the "Service") that allows access to my accounts without assistance from your staff by using the Credit Union website and my own selected Online Banking Password.

**Minimum System Requirements.** In order to conduct transactions through the Service with you, the following computer system requirements must be satisfied:

For our browser requirements please visit our website at [HYPERLINK "https://www.llfcu.org"](https://www.llfcu.org) then services / online banking, click on the line for supported browsers.

**I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.**

**Account Access.** Online Banking is available for my savings account(s) and money market account(s) (with the exception of IRA accounts), checking account(s), and personal line of credit accounts and loan account(s) using my Online Banking Password.

**Types of Available Transactions.** I may use my Online Banking Password for:

- (1) Balance inquiries;
- (2) Account history for up to the last ninety (90) days;
- (3) Transfer of funds among and between my accounts;
- (4) Transfers to other members' accounts with prior written authorization;
- (5) Loan payments by transfers from my savings account(s), checking account(s), or money market account(s);
- (6) View account history or download account history; and
- (7) Utilize the Bill Pay service from my designated checking account.
- (8) View online statements

You may offer additional services in the future and, if so, I will be notified of them.

**Balance Inquiries.** Balance information available through Online Banking may not be accurate because the balance information may not reflect all recent transactions. For accurate balance information, contact the Credit Union at (909) 796-0206.

**Limitations on Frequency and Dollar Amount of Transactions.**

- (1) Withdrawals from my savings account(s), money market account(s), or checking account(s) or loan advances on my personal line of credit, not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.
- (2) All withdrawals and transfers from a savings account, money market account, or checking account are limited to the extent of clear funds available in the account.
- (3) All loan advances are limited to the amount available from my personal line of credit.
- (4) Bill Payments and interbank transfers are limited in terms of the maximum dollar amount to \$9,999.99 per payment or transfer.
- (5) There is no charge for Online Banking.

**Authorization.** I authorize you to charge my designated checking account(s) for any transactions accomplished through the use of the Service, including the amount of any recurring payment that I make, and all charges as shown in the Schedule of Fees and Charges associated with the Service. I authorize you to transfer funds electronically between my designated checking account(s) according to my instructions initiated through Online Banking.

**Eligibility.** I understand that in order to use Online Banking, I must have an account in good standing and have an Online Banking Password with you.

**Online Banking Password.** I understand that I cannot use Online Banking without an Online Banking Password. I AGREE THAT THE USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

I am responsible for the safekeeping of my Online Banking Password and for all transactions made by use of the Online Banking Service. I will notify you immediately by phone and send written confirmation if my Online Banking Password is disclosed to anyone other than the joint owner of my account. If I disclose my Online Banking Password to anyone (including, without limitation, an account aggregate service provider), however, I understand and agree that I have given them access to my account via Online Banking and I am responsible for any such transaction. I understand and agree that I must change the Online Banking Password immediately to prevent transactions on my account if anyone not authorized by me has access to my Online Banking Password. I further understand and agree that my Online Banking Password is not transferable and I will not disclose it or permit any unauthorized use thereof.

If I voluntarily subscribe to a third party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a website, I may be requested to give my Online Banking Password to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

You recommend that I change my password regularly and that my passwords contain at least eight (8) characters including numbers and letters and that I do not use passwords that could be easily guessed, such as my birthdate, last name, or other information that may be publicly available. You are entitled to act on instructions received under my password. For security purposes, I must keep my password and account information confidential. This means that I should memorize my password and not write it down. If, through my own negligence or otherwise, I make my password available to an unauthorized third party, I agree to notify you immediately. In such a case, I understand that you may terminate my access to the Service to protect the security of the Service and my Account.

The Credit Union will never contact me and ask me to provide my PINs or passwords. If I am contacted by anyone claiming to be a representative of the Credit Union who asks me to provide any PIN or password, I understand that I should not provide my PIN or password and I will contact you at (909) 796-0206 immediately to report the incident.

The Credit Union recommends that I purchase and utilize anti-malware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over my account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

**Joint Accounts.** If I utilize the Online Banking Service to access my accounts that are jointly owned, transactions performed on any such account by electronic means where my Online Banking Password is utilized shall be considered authorized by me.

**Fees Associated With Bill Payment.** You will automatically deduct any applicable fees from my designated checking account.

All applicable fees will be charged as set forth in the Schedule of Fees and Charges.

**Bill Pay Services Agreement.** In addition to the other terms and conditions in this Disclosure and Agreement that are applicable to the Bill Pay Service, the following additional terms and conditions apply.

To use the Bill Pay Service, I must complete the Bill Pay Registration Form. Upon your approval, you will forward the necessary information to the Bill Pay Service Provider, who will send me a confirmatory email that my Bill Pay Application has been approved, thus allowing me to use the Bill Pay Services. All payments made through the Bill Pay Service will be deducted from my designated checking account. Any payee I wish to pay through the Bill Pay Service must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you and the account I am paying must be in my name. I may not use the Bill Pay Service to make payments to a federal, state, or local government or tax unit, or to other categories of payees that you may establish from time to time.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by payee). If I do not allow sufficient time, I will assume full responsibility for all late charges, finance charges, or other actions taken by payee.

**IMPORTANT:** Payment may take up to seven (7) days for each vendor (payee), as they are sent either electronically or by check. The Credit Union is not liable for any service or late charges levied against me. I may make arrangements to pay certain recurring bills from my designated checking account.

The Bill Pay Service Provider is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant in accordance with this Agreement. The Credit Union and the Bill Pay Service Provider are not liable for any damages I incur if I do not have sufficient funds in my designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Bill Pay Service Provider.

You will overdraft from my personal line of credit account or Visa Credit Card Account (as applicable) according to the instructions I have given you if there are not sufficient funds in the designated checking account.

A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Pay Service. Insufficient available funds will prevent you from making more payments until resolved. I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.

You may charge my designated checking account on the day that a check or other transaction is presented to you directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date.

Under some circumstances, I may stop or modify some authorized payments. Payments designated as "today" transactions cannot be stopped, canceled, or changed once my Bill Pay session is terminated. In order to request a stop payment or change a Bill Pay transaction, I must contact the Bill Pay Service Provider at (909) 796-0206.

If I wish to cancel my Bill Pay Service feature, I must notify you in writing at:

LA LOMA FEDERAL CREDIT UNION  
P.O. Box 906  
Loma Linda, CA 92354  
ATTENTION: Electronic Funds Transfer Department

I will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. I will cancel all outstanding payment orders with the payee(s) before notifying you to terminate this service feature.

This Agreement, any user's manual, and the applicable fees and charges may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment through the Bill Pay Service. My use of the Bill Pay Service feature following the receipt of such notice constitutes acceptance of such amendment.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS**

If I requested that you issue me an ATM Card or VISA Check Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the Star® and belonging to the CO-OP® Shared Network System of ATMs or activated a VISACredit Card to obtain advances at ATMs bearing the VISA® logo, then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN), which you will provide to me.

**Types of Available Transactions and Limits on Transactions.** The types of currently available transactions are listed below. Transaction types and services may be limited on certain ATMs on the systems that 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 that you make available to me are:

- (1) Deposits to my savings account(s), money market account(s), and checking account(s) at your proprietary ATM(s) and designated CO-OP Network ATMs;
- (2) Withdrawals from my savings account(s), money market account(s), and checking account(s) at your proprietary ATM(s) or Star® or CO-OP® ATMs;
- (3) Transfers from my savings account(s) and money market account(s) to my checking account 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), money market account(s), or checking account(s) at your proprietary ATM(s) (and some shared network ATMs);
- (5) Advances on my personal line of credit account at your proprietary ATM(s) only;
- (6) Advances on my VISACredit Card up to my available Credit Limit using a VISACredit Card at ATMs displaying the VISA® logo.
- (7) Balance inquiries at your proprietary ATM(s) and other Shared Network ATMs;

You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the Star®, and CO-OP® Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems that are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

I understand and agree that you accept funds deposited at ATMs subject to our verification and collection, and receipts issued by an ATM are binding only after verification. Funds deposited by check may be unavailable for withdrawal until collected by you. The delay will depend on your policies as permitted by law, and I will refer to your Disclosure of Funds Availability Policy for details.

By using my ATM Card or VISA Check Card in conjunction with my PIN at an ATM, I authorize you to provide account balance information or to make withdrawals and transfers into or from my accounts with you, in accordance with the instructions given to the ATM. Furthermore, I authorize you to make advances on my line of credit account.

If I authorize you to issue an ATM Card or VISA Check Card (or any other access device) to any third party, or if I permit any person to use my Card, I understand that I, thereby, authorize that person to withdraw funds from any account (including my line of credit account) which can be accessed using the ATM Card or VISA Check Card.

**Balance Inquiries.** Balance information available through the ATM may not be accurate because the balance information may not reflect transactions that occurred within the past 72 hours. For accurate balance information, contact the Credit Union at (909) 796-0206.

**ATM Fees.** You may charge an ATM Foreign Transaction Fee for any transactions at ATMs not owned by you or the CO-OP® Network. In addition, when I use an ATM not owned by you, I may be charged a fee by the ATM operator and/or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer).

**Limitations on Frequency and Dollar Amount of Transactions.**

- (1) Withdrawals from most ATMs are limited to a maximum of \$300 per transaction and \$300 per day. Note, however, that 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, in your sole discretion.
- (2) Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20.00.
- (3) For security reasons, in the event my ATM Card, VISA Check Card, or VISA Credit Card or the PIN is lost or stolen, there may be restrictions on transactions I can make on the ATM System.

**Overdraft to Line of Credit.** I understand that if I have an overdraft line of credit 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 ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or VISA Check Card to overdraft my savings account(s), checking account(s), or personal line of credit, if applicable. However, if I do overdraft, I authorize you to cover the overdraft as follows:

- (1) **Overdrawn Savings Account:** You may withdraw funds from my checking account(s) or make a cash advance from my personal line of credit account, if any, or make a withdrawal from other accounts on which I am a joint owner.
- (2) **Overdrawn Checking Account:** You may make a cash advance from my personal line of credit account, if any, or withdraw funds from my savings account(s) or make a withdrawal from other accounts on which I am a joint owner.
- (3) **Overdrawn Line of Credit:** You may withdraw funds from my savings account(s), money market account(s), or checking account(s), or other accounts on which I am a joint owner.

Overdrafts that cannot be honored are payable on demand and may result in termination of my account(s).

**My ATM Card and/or VISA Check Card.** Both an ATM Card and/or VISA Check 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 (A) TELL ANY UNAUTHORIZED PERSON MY PIN, (B) WRITE MY PIN ON MY CARD, (C) WRITE MY PIN ON A SEPARATE PIECE OF PAPER AND KEEP IT IN MY PURSE OR WALLET WITH MY CARD, OR (D) OTHERWISE MAKE IT AVAILABLE (THROUGH THEFT, MY OWN NEGLIGENCE, OR OTHERWISE) TO ANYONE ELSE;
- (3) I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
- (4) 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 OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

**Safety at the ATM.** I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; 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, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well-populated and well-lit. I should report any incident to the police as soon as possible.

**Personal Identification Number.** I agree to memorize my PIN and will not write it on the Card(s) or make it accessible by anyone through theft or otherwise. If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Schedule of fees and charges.

**Ownership of an ATM Card or VISA Check Card.** The Card(s) 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 (1) upon proper notice or (2) without notice if: (a) my account is overdrawn, (b) if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or (c) where you deem it to be necessary or prudent to maintain or restore the security of my account(s) or the ATM 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 Network or POS terminal concerning use of the machines.

**ADDITIONAL DISCLOSURES APPLICABLE TO ATM CARDS OR VISA CHECK CARDS WHEN USED FOR POINT OF SALE TRANSACTIONS**

**Types of Available Transactions and Limits on Transactions.** By use of my ATM Card or VISA Check Card at a point-of-sale terminal, I authorize you to make withdrawals from my designated checking account for cash advances and/or purchases.

**Account Access.** I may use my Card to withdraw cash from my designated checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card(s) and/or pay for purchases from merchants, financial institutions, and others who honor the Card(s).

When I use my VISA Check Card to pay for goods or services at a merchant or point-of-sale terminal, or to obtain cash, I use it as a debit card and it works like a check written on my account. My VISA Check Card is not a credit card, which means that I cannot defer payment of my VISA Check Card transactions.



I must follow the merchant's, financial institution's, or other person or entity who honors the card's rules and instructions and I may be asked to enter my PIN or sign a sales slip. Some merchants may impose a fee for VISA Check Card use and you will not be liable for that fee or if the merchant, financial institution, or other person or entity refuses to accept your VISA Check Card or VISA Check Card number.

I understand that some participating merchants (such as hotels, car rental companies, restaurants, or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against my designated checking account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from my designated checking account.

I may not stop payment on a VISA Check Card transaction. Furthermore, in the event of a dispute, I may have to settle directly with the merchant, financial institution, or other person or entity that honored the Card. If the merchant misrepresents the quality, price, or warranty of the goods or services which I paid for with my VISA Check Card, I agree to indemnify you from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, from such misrepresentation. If I breach or do not fulfill the terms of this Disclosure and Agreement with you, I also agree to indemnify you from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, therefrom.

**Limitations on Frequency and Dollar Amounts of Transactions.** I may make cash advances and purchases only to the extent that I have available funds in my designated checking account plus available funds in my designated overdraft sources. Purchase transactions with a VISA Check Card are limited to \$2500.00 each 24-hours. For security reasons, there may be limits on the number of these transactions that may be authorized.

Returns and Adjustments (VISA Check Cards). Merchants and others who honor VISA Check Cards may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my designated checking account.

**Foreign Transactions (VISA Check Cards).** Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a Foreign Transactions Fee of one percent (1.00%) of the transaction. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, I am responsible for the difference.

Purchases, cash advances, and credits in U.S. dollars made outside the United States may be charged a Multiple Currency Fee of point eight percent (0.8%) of the transaction.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

If I have authorized a one-time transfer of funds from my account via automated clearing house (ACH) where I have provided 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 to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to me:

**Types of Available Transactions.** I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills. I may also authorize a merchant or other payee to debit my checking account for returned check fees or returned debit entry fees.

I may make such a payment via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check 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 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.

**Account Access.** Electronic Check Transactions may be made from my checking account only.

**Limitations on Dollar Amounts of Transactions.** I may make Electronic Check Transactions only to the extent that I have available clear funds in my checking account plus available funds in my designated overdraft sources.

**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 savings account(s) or money market account(s) or make a withdrawal from other accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

**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 Disclosure and 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.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO MOBILE REMOTE DEPOSIT CAPTURE SERVICES**

Mobile Deposit is designed to allow me to make deposits of checks ("original checks") to my accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to you or your processor with my Mobile Device. After I login to Mobile Banking, I may apply for Mobile Deposit.

**Limits.** You may establish limits on the dollar amount and/or number of items or deposits from time to time. If I attempt to initiate a deposit in excess of these limits, you may reject my deposit. If you permit me to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and you will not be obligated to allow such a deposit at other times.

**Eligible items.** I agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan, or bank and payable on demand.)

I agree that I will not use Mobile Deposit to deposit:

Checks payable to any person or entity other than me (i.e., payable to another party and then endorsed to me).

Checks payable to me and another party who is not a joint owner on the account.

Checks that contain evidence of alteration, or that I know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to me by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house, or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although you may accept endorsements outside this space. My endorsement must include my signature and "via mobile deposit." Any loss you incur from a delay or processing error resulting from an irregular endorsement or other markings by me will be my responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to me or my joint owner, either of us can endorse it. If the check is made payable to me and my joint owner, both of us must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under my current Account Agreement with you and will be subject to all terms of the Account Agreement. When you receive an image, you will confirm receipt via email to me. You shall not be deemed to have received the image for deposit until you have confirmed receipt to me. Confirmation does not mean that the image contains no errors. You are not responsible for any image that you do not receive.

Following receipt, you may process the image by preparing a "substitute check" or clearing the item as an image.

You reserve the right, at your sole and absolute discretion, to reject any image for remote deposit into me account. You will notify me of rejected images.

**Original checks.** After I receive confirmation that you have received an image, I must securely store the original check for 60 calendar days after transmission to you and make the original check accessible to you at your request. Upon your request from time to time, I will deliver to you within 10 calendar days, at my expense, the requested original check in my possession. If not provided in a timely manner, such amount will be reversed from my account. Promptly after such period expires, I must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

I agree that I will never re-present the original check. I understand that I am responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to my account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, I agree that an original check will not be returned to me, but that you may charge back the amount of the original check and provide me with an image of the original check, a paper reproduction of the original check, or a substitute check. I will reimburse you for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without your approval, I shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to me.

You may debit any of my accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was timely made.

**My Warranties.** I make the following warranties and representations with respect to each image:

Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.

I will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

There are no other duplicate images of the original check.

The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.

I am authorized to enforce and obtain payment of the original check.

I have possession of the original check and no party will submit the original check for payment.

With respect to each image, I make to you all representations and warranties that you make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. I agree that files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

**Compliance with Law.** I will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software. In the event that Mobile Deposit is unavailable, I may deposit original checks at your branches or through your ATMs.

**Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch or ATM of this financial institution. Mobile Deposits confirmed as received before close of business on a business day will be credited to my account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days, will be credited to my account within 24 hours of the following business day. Funds will be available as described in your Funds Availability Disclosure.

**Mobile Deposit Security.** I will complete each deposit promptly. If I am unable to complete my deposit promptly, I will ensure that my mobile device remains securely in my possession until the deposit has been completed. It is my responsibility to establish and maintain procedures to safeguard against unauthorized deposits. I will notify you immediately by telephone with written confirmation if I learn of any loss or theft of original checks. I will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in your reasonable judgment, you may audit and monitor me, and I agree to cooperate with you to permit such audit or monitoring to confirm that I have satisfied my obligations under this Agreement.

**My Responsibility.** I am solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. I am solely responsible if I, intentionally or unintentionally, submit fraudulent, incorrect, or illegible images to you or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to you.

In addition, I agree that I will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Service; copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. You and your technology partners, inclusive of, but not limited to, Digital Insight, and Vertifi Software, LLC, retain all rights, title, and interests in and to the Services, Software, and Development made available to me.

**Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.

I understand and agree that I am required to indemnify your technology partners, including, but not limited to Digital Insight (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees, and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to my use of the Services or of Vertifi's or Digital Insight's applications, unless such claim(s) directly results from an action or omission made by you, Digital Insight, or Vertifi in bad faith. I understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES. I AGREE THAT MY USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT MY RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET MY REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.**

**LIMITATION OF LIABILITY. I AGREE THAT YOU WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY ME OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.**

**Financial Information.** I must inform you immediately of any material change in my financial circumstances or in any of the information provided in my application for any Remote Banking services. I agree to provide you any financial information you reasonably request during the term of this Agreement. I authorize you to review my credit history and consumer report file with consumer reporting agencies from time to time.

**ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, EXPRESS LINE ELECTRONIC TELEPHONE BANKING TRANSACTIONS, ONLINE BANKING TRANSACTIONS, BILL PAY, ELECTRONIC CHECK TRANSACTIONS, AND MOBILE REMOTE DEPOSIT CAPTURE 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 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 an Electronic Check Transaction, the ATMs, POS terminals, Express Line Electronic Telephone Banking System, Online Banking, Bill Pay Service, or Mobile Remote Deposit Capture Service, which will show the calendar date that I initiated the transfer, the type of transfer and the type of 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) **Online Banking or Bill Pay Transaction.** I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Schedule of Fees and Charges.

**My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.** I must tell you AT ONCE if I believe my checks, ATM Card, VISA Check Card, VISACredit Card, or my Express Line, Online Banking, Mobile Banking, ATM Card, VISA Check Card, or VISACredit Card PIN (collectively "check(s), Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without my 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 check(s), 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 \$50.00 if someone used my check(s) (in an Electronic Check Transaction), my Card(s), and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my check(s), Card(s), and/or PIN(s) and you can prove you could have stopped someone from using my check(s), in an Electronic Check Transaction, and/or my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

If I am using a VISA consumer card, including credit or Check Card, for transactions that take place on the VISA network system, I understand that VISA Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to VISA commercial cards, ATM transactions using a PIN, or non-VISA PIN-Debit Network transactions.

Also, if my statement shows transfers that I did not make, including those made by Card, PIN, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) 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.

**Telephone Number and Address to be Notified in Event of an Unauthorized Transaction.** If I believe my Card(s), PIN(s), or check(s) has been lost or stolen or that someone will or may use it to transfer money from my account(s) without my permission, I must telephone you at: (909) 796-0206 or write you at:

LA LOMA FEDERAL CREDIT UNION  
P.O. Box 906  
Loma Linda, CA 92354  
ATTENTION: Electronic Funds Transfer Department

I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

**Business Accounts.** I understand that the Section entitled "My Liability for Unauthorized Transactions and Advisability of Prompt Reporting" in this Section of this Agreement as well as the Section entitled "In Case of Errors or Questions About My Electronic Services Transactions" and the provisions related to error resolution and limitations on liability on the back of periodic statements, do not apply to business accounts or to accounts that are not used primarily for personal, family, or household purposes ("Business Accounts"). The following error resolution and limitations on liability apply to Business Accounts:

I agree to notify you immediately if I discover: (a) any error or discrepancy between my records and the information you provide to me about my Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any PIN; or (d) other problems related to the Services. I must send you a written notice of any discrepancy or other problem, including a statement of the relevant facts, within fourteen (14) days from the date I first discover the problem or receive information reflecting the problem, whichever occurs first. If I notify you within fourteen (14) days from the date I first discover the problem or receive information reflecting the problem, whichever occurs first, I will not be responsible for the amount of the transaction. If I fail to notify you within fourteen (14) days, I agree that, in addition to any other limitations on your liability: (a) in the case of an erroneous funds transfer, I will be liable for all losses up to the amount thereof (as well as any loss of interest) that result from my failure to give you such notice or that might have been prevented by my giving you such notice; and (b) in the case of an unauthorized funds transfer, you will not be liable for any loss of interest that results from my failure to give you such notice or which might have been prevented by my giving you such notice.

**IN NO EVENT WILL YOU BE LIABLE FOR ANY LOST REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO ANY TRANSACTION GOVERNED BY THIS AGREEMENT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**Regulation "D" Restrictions on Electronic Funds Transfers.** Any combination of pre-authorized, automatic, or telephone withdrawals or transfers from savings accounts and money market accounts are limited to no more than six (6) transfers in each statement period.

However, I may make an unlimited number of withdrawals from or transfers among my own savings accounts or money market accounts by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts or money market accounts through the Credit Union's Express Line Electronic Telephone Banking System, Online Banking System, or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

**Verification.** All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, Express Line Electronic Telephone Banking System, Online Banking, Mobile Remote Deposit Capture Service, or other electronic transaction contemplated hereunder which would otherwise require my "wet" signature, or other authorization, shall be valid and effective as if "wet" signed by me when accomplished by use of an Electronic Check Transaction, Card(s), and/or PIN(s) or as otherwise authorized under this Disclosure and Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy." Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number, and where I want my deposit to go. If I make a deposit to my checking account with you, the checking account deposit slip should be included.

We do not provide written notice for any NSF items.



A M E R I C A ' S  
C R E D I T U N I O N S <sup>TM</sup>

