

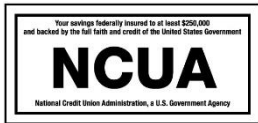


Electronic Services  
Disclosure  
&  
Agreement

IMPORTANT DOCUMENT  
PLEASE KEEP FOR YOUR RECORDS

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

EFFECTIVE FEBRUARY 1, 2025



**BRANCH LOCATIONS**

323.859.2250 / [www.certifiedfed.com](http://www.certifiedfed.com)

**EL MONTE**

4455 Arden Drive  
El Monte, CA 91731

**BREA**

(Limited Access)  
200 N. Puente Street  
Brea, CA 92821

**COSTA MESA**

(Limited Access)  
3333 Fairview Drive  
Costa Mesa, CA 92626

**COMMERCE**

4820 S. Eastern Ave. Ste. L  
Commerce, CA 90040

**DIAMOND BAR**

1310 Valley Vista Dr.  
Diamond Bar, CA 91765

**FULLERTON**

(Limited Access)  
1421 Manhattan Ave.  
Fullerton, CA 92831

**GRANADA HILLS**

16830 San Fernando Mission Blvd.  
Granada Hills, CA 91344

**MWD**

(Limited Access)  
700 N Alameda Street  
Los Angeles, CA 90012

**SAN BERNARDINO**

420 E. Hospitality Ln. Ste.A-6  
San Bernardino, CA 92408

**SAN DIEGO**

3550 Murphy Canyon Road  
San Diego, CA 92123

**WEST COVINA**

1230 Lakes Dr. Ste. 108  
West Covina, CA 91790

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## **ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT**

My acceptance, retention or use of an ATM Card, Debit Card or other electronic funds transaction hereunder constitutes an agreement between you and Certified Federal Credit Union.

For purposes of this disclosure and agreement, the words “you”, “your” and “yours” mean Certified Federal. The words “I”, “me”, “my”, “us”, “they”, 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.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act and Regulation E 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 Plus®, and such other systems as may be added from time to time; Electronic Access Systems (Voice Banking, Home Banking and Bill Payment Services) ATM Card and ATM Debit Card 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 Checking Account, Regular Savings Account, 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 and POS terminals and Electronic Access Systems are generally open, but not always accessible, 24 hours a day, 7 days a week. However they may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet 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; 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, court order or any legal process; or
4. If I give you written permission.

Further information regarding your privacy practices can be found in your privacy policy, and on your website, at [https://www.certifiedfed.com/CFCU-PRIVACYNOTICE-CHOICES.pdf?\\_t=157797729](https://www.certifiedfed.com/CFCU-PRIVACYNOTICE-CHOICES.pdf?_t=157797729).

## **In Case of Errors or Questions about My Electronic Services Transactions**

I must telephone you at: (800) 488-8328  
or write you at: 4455 Arden Drive  
El Monte, CA 91731  
Attn: EFT Department

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 if 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 provisionally credit my account.

**Exceptions** You have up to twenty (20) business days to provisionally credit my account if the notice of error involves an electronic fund transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e. a new account). For new account transactions, or foreign-initiated transactions, or resulting from point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchant's POS terminals, and also including mail and telephone orders), you may take up to ninety (90) calendar days to complete your investigation.

**ATM Debit Card Exception** You will provide provisional credit within five (5) business days of notification of a lost/stolen card unauthorized transaction in accordance with the current VISA USA Inc. Operating Rules and Regulations.

You will tell me the results of your investigation within three (3) business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

If an Automated Clearing House (ACH) transaction (preauthorized recurring transfer) takes place that I did not authorize (never authorized, or previously authorized but cancelled, or authorized but for a different amount or different date), you must hear from me as soon as I am aware of the unauthorized transfer, or within sixty (60) days of your sending the periodic statement showing the unauthorized or erroneous entry. If I tell you orally, you require me to give or send you a signed "ACH Stop Payment or Claim of Unauthorized Transaction."

**VISA Zero Liability** If I am using a VISA debit card for transactions that take place on the VISA network system, VISA Operating Rules and Regulations provide for zero liability for unauthorized transactions under certain conditions. This does not apply to transactions that are not processed through the VISA network. *These exceptions do not apply to transactions originating from my negligence and/or fraudulent use of my debit card, such as if I fail to notify you immediately of unauthorized use or to take proper care in protecting my debit card.*

### **Your Liability for Failure to Make or Complete Electronic Funds Transactions**

If you do not properly complete an electronic funds transaction to or from 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, Voice Banking, Home Banking, Bill Payment 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 Card, Visa Credit Card, ATM Card PIN, Debit Card PIN or Electronic Access PIN has been reported lost or stolen, the card has expired, is damaged so that the ATM or POS terminal cannot read the encoding strip, is inactive due to nonuse, is retained by you at my request, or because my ATM Card PIN, Debit Card PIN or Electronic Access PIN has been repeatedly entered incorrectly;
8. The transaction would exceed my Visa Credit Card or Personal Line of Credit 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.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be debited from my account, or caused funds from my account to be transferred to a person or entity which does not comply with my payment instructions, you will be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY. IN NO EVENT WILL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

**My Responsibility for Transactions I Initiate** Further, I understand and agree that I am responsible for all transfers I authorize. Transactions that I or someone acting with me initiate with fraudulent intent are also authorized transactions. I understand and agree that I will be responsible for all transactions that I make and/or initiate, including fraudulent transactions where I initiate the transaction but am the victim of fraud or transactions I initiate in error.

**Charges for Electronic Funds Transaction Services** All charges associated with my electronic funds transactions are disclosed on our Schedule of Fees and Charges. If I request a copy of the documentation relative to an ATM or Debit Card 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 Checking or Savings Account.

**ATM Fees** ATM transactions at ATMs not owned by you and/or the CO-OP Network are subject to a Credit Union Network Transaction Fee. In addition, 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).

**Change in Terms** You may change the terms and charges for the services indicated in this Electronic Services Disclosure and Agreement and may amend 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 as 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, see your "Funds Availability Policy" or contact a Credit Union officer.

**Delinquent Loan Restriction** If any of my loan payments are Past Due, I may, at your sole and absolute discretion, be restricted from performing electronic transactions through Voice Banking, Home Banking, ATM's or POS terminals.

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

**Relationship to Other Disclosures** 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.

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

**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 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 (800) 488-8328 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 Credit Union Checking or Savings Account, the following applies to me.

**Account Access.** Preauthorized payments may be made from my Checking or Share Account.

**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, I must call you at (800) 488-8328, or write you at P.O. Box 8023, El Monte, CA 91734-2323 in time for you to receive my stop request no less than three (3) business days or more before the 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 order I give. Such stop payment notice will apply only to that particular payment.

If I have given you a request to revoke the 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.

**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 and Voice Banking, Home Banking, Bill Payment Transactions”.

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

If funds from my account have been transferred via ACH where I have provided a paper check or check information to a merchant or other payee 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** You may make transfers 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; or whether the check is retained by the consumer, the merchant or other payee, or the payee’s financial institution.

**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 Accounts or 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, 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.

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

### **ADDITIONAL DISCLOSURES APPLICABLE TO VOICE BANKING AUDIO RESPONSE ELECTRONIC SYSTEM**

Voice 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. I can register for access by calling (323) 859-2250, Option 3.



## **Types of Available Transactions**

I may use Voice Banking to:

1. Make transfers between my accounts;
2. Make inquiries regarding account balances and loan payment data;
3. Make transfers from Savings or Checking Accounts to make Credit Union loan payments on most loan types;

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

1. Account transfers through the Voice Banking Audio Response System are unlimited, to the extent I have clear funds available in my Savings or Checking Accounts or available credit from my VISA Credit Card or Personal Line of Credit Account.

**Registering For Access** in order to register for access to Voice Banking, I will need my Social Security Number, account number; and date of birth.

**Electronic Statements “Statements”** is an additional service offered to Credit Union members. The disclosure outlining the terms and conditions of this service will be provided for you to review, accept and print for your records at the time you agree to use the service.

**Home Banking, Bill Payment Service, and Mobile Banking** are additional services offered to Credit Union members. The disclosure outlining the terms and conditions of this service will be provided for you to review, accept and print for your records at the time you agree to use the service.

## **ADDITIONAL DISCLOSURES APPLICABLE TO THE ATM CARD AND DEBIT CARD ELECTRONIC FUNDS TRANSACTIONS**

If requested that you issue me an ATM Card or Debit Card and PIN to be used to transact business at any of your proprietary ATMs or any ATM displaying the Star®, Plus® logo or belonging to the CO-OP Shared Network of ATMs or a Visa Credit Card then the information below applies to 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”. In addition, when I use a non-proprietary ATM, I may be charged a fee by the ATM operator or any network used to complete the transfer (and I may be charged a fee for a balance inquiry).

My Visa Credit Card, Debit Card and/or account may not be used for any illegal activity or transaction. Further, I may not utilize my Visa Credit Card, Debit Card and/or account for the purchase of any goods or services on the Internet that involve illegal gambling of any sort.

Such transactions include, but may not be limited to, any quasi-cash or illegal 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 illegal off-track betting or wagering. However, in the event that a charge or transaction described in

this paragraph is approved and processed, I will still be responsible for such charge.

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

1. Deposits to my Share Account and Checking Account at your proprietary ATM(s) and terminals displaying a CO-OP Network logo.
2. Withdrawals from my Share Account and Checking Account at your proprietary ATM(s) or CO-OP Network, STAR<sup>®</sup> or PLUS<sup>®</sup> ATMs;
3. Transfers from my Share Account to my Checking Account within the same Membership number at your proprietary ATM(s) and some shared network ATMs;
4. Balance inquiries at your proprietary ATM(s) and at the CO-OP Network and STAR<sup>®</sup> or PLUS<sup>®</sup> ATM's;

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 CO-OP Network, Plus<sup>®</sup>, STAR<sup>®</sup> and Shared Network Systems.

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

1. Withdrawals from most ATMs are limited to a maximum \$500.00 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, at 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 the CO-OP Network, Plus<sup>®</sup>, STAR<sup>®</sup>, and Shared Network machines is generally \$20.00.
3. For security reasons, in the event my ATM or Debit Card or PIN is lost or stolen, there are limits on the dollar amount of transactions I can make on the ATM System.

#### **My ATM Card and Debit Card Access**

A PIN is needed for transactions initiated through a terminal. Card and PIN may be used for:

1. Cash withdrawals up to \$500.00 per day at CO-OP Network, Plus<sup>®</sup>, STAR<sup>®</sup>, and Shared Network System ATMs or at terminals displaying any symbol pictured on my Card.
2. Withdrawals from Checking or Savings when at an ATM terminal.
3. Point-of-Sale debits (purchases) with withdrawals from available Checking Account balance, up to \$500.00 per day.
4. Deposits limited to terminals displaying a deposit-making CO-OP Network, logo and terminals owned by Certified Federal (displaying the Credit Union name). Any deposits made at a CO-OP Network ATM may not be available until the 7th business day after the deposit. I will refer to the Truth-in-Savings Disclosure for check hold policies at Certified Federal ATMs.

Card (with authorization signature) may be used for:

1. Purchases up to available Checking Account balance, anywhere VISA is accepted, whether or not initiated through an electronic terminal (payments from Checking only).
2. Cash withdrawals from checking, up to my available balance, at participating financial institutions.

### **My ATM Card and/or Debit 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;
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 THE USE OF THE CARD. I MUST TELL YOU IMMEDIATELY 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** I understand that I should use caution at all times when using an ATM.

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 ATM; avoid counting my cash at the ATM; lock the doors and roll up all but the driver's window when using a drive-up ATM. If I feel unsafe for any reason, I should leave the area immediately.

**Personal Identification Number** I agree to memorize my PIN 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 Schedule of Fees and Charges.

### **Ownership of ATM Card and Debit Card**

The Card remains your property and I agree to surrender the Card 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 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 system. You also reserve the right to recall the Card 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 concerning use of ATMs.

## **Right to Receive Documentation**

I can receive a receipt from the ATM at the time I make a transaction. I should retain this receipt to compare with my statement from you.

## **Foreign 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.

## **ADDITIONAL DISCLOSURE APPLICABLE TO ATM OR DEBIT CARD WHEN USED AT A POINT OF SALE DEVICE**

### **Types of Available Transactions and Limits on Transactions**

By use of my ATM or Debit Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

### **Account Access**

I may use my ATM or Debit Card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card and/or pay for purchases from merchants, financial institutions and others who honor the Card.

### **Limitations on Frequency and Dollar Amounts of Transactions**

When accessing a POS terminal with either an ATM or Debit Card and using the "ATM" or "Debit" function keys, my transactions will be limited to \$500.00 a day. If I use my Debit Card and use the "Credit" function key I may make cash advances and purchases from the available clear funds in my Checking Account, up to a daily limit of \$5000.00.

For security reasons, there may be limits on the number of these transactions that may be authorized.

## **Right to Receive Documentation**

I can receive a receipt from the merchant or financial institution at the time I make a purchase or obtain a cash advance. I should retain this receipt to compare with my statement from you.

## **Returns and Adjustments (Debit cards)**

Merchants and others who honor Debit Cards may give Electronic credit for returns or adjustments, that you will post to my Checking Account.

## **Foreign Transactions**

Purchases, cash advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. Foreign transactions include transactions that are processed overseas, such as online transactions I initiate while here in the United States, but that the merchant processes in a different country. 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 plus 1%. 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 differences.

## **ADDITIONAL DISCLOSURES APPLICABLE TO ACH AND WIRE TRANSFERS – UCC 4A DISCLOSURE**

ACH and Wire Transfers I instruct you to make on my behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and Regulation J. If I originate a funds transfer for which Fedwire is used, and I identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, you and every receiving or beneficiary financial institution may rely on the identifying number to make payment. You may rely on the number even if it identifies a financial institution, person or account other than the one named. I agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payment made to me, or originated by me, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in the Uniform Commercial Code. If you receive a credit to an account I have with you by Fedwire or ACH, you are not required to give me any notice of the payment order or credit.

**Provisional Payment Disclosure** Credit given by you to me with respect to an automated clearing house credit entry is provisional until you receive final settlement for such entry through a Federal Reserve Bank. If you do not receive such final settlement I am hereby notified and agree that you are entitled to a refund of the amount credited to me in connection with such entry, and the party making payment to me via such entry (i.e. the originator of the entry) shall not be deemed to have paid me in the amount of such entry.

**Notice Disclosure** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account, you are not required to give next day notice to me of receipt of an ACH item and you will not do so.

However, you will continue to notify me of the receipt of payments in the periodic statements you provide to me.

**Choice of Law Disclosure** You may accept on my behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and my rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account.

**International ACH Transactions** I acknowledge that in the event an International ACH Transaction (“IAT”) Entry that is transmitted to or from any of my Accounts is identified and designated by your screening criteria for review and examination under the OFAC Rules and Regulations (“OFAC Rules”), then the settlement of such an IAT Entry may be delayed or suspended pending your review of the IAT Entry, and may be terminated under applicable OFAC Rules. I also acknowledge that you may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. I agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held

in deposit accounts. In the event an IAT Entry is delayed or terminated, you will provide me such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

**OFAC Rules** Economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent “prohibited transactions” based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

**NACHA Rules** An annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH Network in which all ACH participants must comply.

**IAT** International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agency’s office that is not located in the territorial jurisdiction the United States.

**Notices** Any notice sent to me by the Credit Union will be effective when mailed to my last known address as shown on the Credit Union records or, if I signed up for Online Banking, my e-mail address.

## **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, DEBIT CARD TRANSACTIONS, POINT OF SALE TRANSACTIONS, AND VOICE BANKING**

### **Right to Receive Documentation of Transactions**

1. **Transaction Receipt** I will receive a receipt at the time I make an ATM or Point of Sale transaction. 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 transactions in a particular month), for the account(s) which I have accessed using the ATM Card, the Debit Card, or Electronic Access Services which will show the calendar date that I initiated the transaction, the type of transaction and the type of account(s) accessed by the transaction, and the amount of transactions occurring in that statement period. I will get a statement at least quarterly.

### **My Liability for Unauthorized Transactions and Advisability of Prompt Reporting**

I must tell you AT ONCE if I believe my ATM Card, ATM Debit Card, (collectively “Cards”) Electronic Access PIN, ATM PIN or ATM Debit Card PIN, (collectively “PINS”) has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission. 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 or PIN 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 Card or PIN without my permission.

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

Also, if my statement shows transfers that I did not make, including those made by card, code 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. I should also call the number or write to the address listed on the cover of this brochure if I believe a transfer has been made using the information from my check without my permission.

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

**Exceptions for ATM Debit Card Point-of-Sale Transactions** I will have no liability for unauthorized transfers on a lost or stolen Debit Card. You may require me to provide a written statement regarding claims of unauthorized transactions. These exceptions do not apply to Debit Card transactions at an ATM or transactions not processed through the VISA Network. These limitations may be exceeded to the limit allowed by federal or state law if the Credit Union determines that I was negligent or fraudulent in handling my Account or Card.

**Notice Regarding non-Visa PINless Debit card Transactions**

You allow non-Visa debit transaction processing. This means I may use my Visa® Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN to authenticate my transactions.

The non-Visa debit networks for which such transactions are allowed are Star, Plus, and CO-OP.

Examples of the types of actions that I may be required to make to initiate a Visa transaction on my Visa Debit Card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions I may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived from an existing relationship with us instead of through the use of a PIN.

I understand that the terms and conditions of my agreement with use relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

If I have any questions about non-Visa debit transactions, I will give you a call at (800) 488- 8328.

\*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

I am fully liable for an electronic fund transfer from my account initiated by a person to whom I furnished my Card and/or other access to my account, even if such person exceeds the authority given, unless I have notified you that transfers by that other person are no longer authorized.

**Telephone Number and Address to be Notified in Event of an Unauthorized Transaction**

If I believe my Card or PIN has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must

telephone you at: (800) 488-8328

or write you at: 4455 Arden Dr  
El Monte, CA 91731  
Attn: EFT Department

Or after business hours for an ATM Debit Card call (800) 325-3678.

**Verification**

All transactions affected by use of the ATMs, POS terminals and Electronic Access Systems or other electronic transaction contemplated hereunder which would otherwise require my signature, or other authorized signature, shall be valid and effective as if signed by me when accomplished by use of the ATM or Debit Card and ATM or Debit Card PIN or Electronic Access PIN 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 "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 the posting of 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 deposit slip should be included.