

# **ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT**

**PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS**



This Disclosure supersedes all  
Disclosures prior to the effective  
date shown below.

***Effective September, 1 2015***



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## EAST COUNTY SCHOOLS FEDERAL CREDIT UNION ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In the following Agreement, the words "YOU" and "YOUR" 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 "WE", "US", "OUR", "Credit Union" and "ECSFCU" mean EAST COUNTY SCHOOLS FEDERAL CREDIT UNION.

This Disclosure and Agreement is given in compliance with the Electronic Funds Transfer Act (15 U.S.C., 1693, et. seq.) and Regulation E (12 CFR 205, et. seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

At the present time, EAST COUNTY SCHOOLS FEDERAL CREDIT UNION participates in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; preauthorized deposit of payroll deduction; preauthorized deposit (Direct Deposit) of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized payments to a third party (for example, insurance premiums and mortgage payments); preauthorized transfers from another financial institution; VISA® Debit Card; "Internet Branch Service (CU@U)" Bill Pay Service; Mobile Banking Service and automated teller machine (ATM) electronic funds transfer (EFT) services. Disclosure information for each service is given below and followed by general disclosure information applicable to all electronic services. You understand that the agreements, rules and regulations applicable to your Share Accounts, Checking Account, and any other applicable Account, remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement.

Your acceptance, retention or use of the Visa Debit Card, Personal Identification Number (PIN) and/or password constitutes an agreement between us and you as described below.

### CARDHOLDER AGREEMENT

If so designated on the Membership Invitation, you hereby apply to East County Schools Federal Credit Union for a Visa Debit Card (herein referred to as "Card") and agree to all of the following terms and conditions.

1. The term "Card" means any Visa Debit Card subject to this Agreement as disclosed. The Card is the property of the Credit Union and you agree to surrender the Card to the Credit Union promptly upon demand. We may cancel, modify or restrict the use of the Card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of the Disclosure and Agreement (whether or not we suffered a loss) or where necessary to maintain or restore the security of your Account(s) or the ATM system.
2. The Credit Union issues the Card for your use only. You assume responsibility for all transactions made through the Card to include access to any lines of credit or Share or Checking Accounts under this account number.
3. You will be assigned a Personal Identification Number (PIN). At no time will you reveal or make available, directly or indirectly, the Personal Identification Number to any other person.
4. Any loss or theft of the Card and/or PIN must be promptly reported to East County Schools Federal Credit Union. You may report your Visa Debit Card by calling (619) 588-1515 x104 during regular business hours. After hours, call (800) 654-7728 or (800) 449-7728 (Cardholder Services).
5. The use of the Card is subject to regulations on Share Accounts, Checking accounts, and any lines of credit. You agree not to withdraw funds in excess of the balance in your Share or Checking account, including any agreed upon line of credit.
6. You agree to pay all fees or costs and authorize East County Schools Federal Credit Union to withdraw any fees or costs or overdrafts created from any of your available accounts.
7. All deposits are credited subject to verification as required by applicable Federal regulations and your Account Agreement.
8. You agree that when you deposit a check, draft or other non-cash item, the Credit Union has the right to collect those funds before making the money available to you, as outlined in the Funds Availability policy.
9. Nothing in this agreement shall be deemed to annul, limit or in any way modify any other obligation or relationship you may have with the Credit Union now or hereafter.

### ADDITIONAL DISCLOSURES APPLICABLE TO CARD TRANSACTIONS

**TRANSACTIONS AVAILABLE:** You may access your account(s) by ATM using your Visa Debit Card and PIN, to:

- Withdraw cash from your Regular Share Account, Checking, and Line of Credit at ATMs, merchants, or financial institutions that accept Visa Cards;
- Make account balance inquiries;
- Transfer funds between your Account and another Account you have with the Credit Union; and
- Make deposits to one of your Accounts at the Credit Union.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail or telephone from places that accept Visa Cards; and
- Make automatic payments from your Accounts to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

You may use your Visa Debit Card in automated teller machines (ATMs) identified with a logo for any network or system as we may designate.

You agree to follow the instructions posted or otherwise given by us or any ATM network accessed by the Visa Debit Card.

**ACCOUNT ACCESS:** The ATM services made available to you depend on the type of account(s) you maintain.

**LIMITATION ON TRANSACTIONS:** You may make ATM cash withdrawals up to \$515 or POS transactions, using your PIN, up to \$1,000 each 24-hour period as long as your available balance will cover the transaction. When using your Visa Debit Card as a credit card in a point-of-sale (POS) transaction, you may withdraw up to \$3,000 and/or eight (8) authorizations each 24 hour period, as long as your available balance will cover the transaction. Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

Use of the Visa Debit Card, the account number on the Card, the PIN or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others who honor the Visa Debit Card is an order by you for the withdrawal of the amount of the transaction from your account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the Visa Debit Card will be charged to your account on the date the transaction is posted to your account.

When you use your Visa Debit Card to pay for goods or services at a merchant or Point-of-Sale terminal or to obtain cash, you use it as a debit card and it works like a check you write on your account. Your Visa Debit Card is not a credit card, which means you may not defer payment of Visa Debit Card transactions.

When you use your Visa Debit Card, you must follow the merchant's or financial institution's rules and you may be asked to sign a sales slip. Some merchants may impose a fee for Visa Debit Card use and we will not be liable for that fee, or if the merchant or financial institution refuses to accept your Visa Debit Card or Visa Debit Card number.

We may debit or place a hold on funds in your account(s) for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or financial institution requests an authorization for a transaction you want to conduct, we may place a hold on your account(s) for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the hold expires.

The amount of the hold is generally the same amount as the purchase. However, there can be situations where a merchant places a hold on a larger amount in anticipation of future transaction. Examples include, but are not limited to: car rentals reservations, hotel reservations, and online bids. During the time that a hold is in place, the balance reported to you by means of internet banking, ATM screens or your periodic account statement might not reflect that the hold is or was in place against your account. We do not determine and are not responsible for the hold amount placed by merchants. We encourage you discuss such holds with merchants to determine how much the merchant may place on hold. You may not stop payment on a Visa Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If the merchant misrepresents the quality, price or warranty of the goods or services for which you paid with your Visa Debit Card, you indemnify us of all damages and liability which results from the misrepresentation. If you breach or do not fulfill the terms of your agreement, you also indemnify us for all resulting damage and liability.

**FOREIGN TRANSACTIONS AND CHARGES:** Any transaction done in a foreign country is subject to an International Service Assessment (ISA) fee. If there is no currency exchange, the ISA fee will be .80% of the transaction amount and 1% if there was a transaction negotiated in non-US currency exchange.

**LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (VISA DEBIT CARD):** The following limitations apply to the use of the Visa Debit Card:

1. PIN-BASED PURCHASES: You are limited to the amount on deposit in your Account and/or daily limit, whichever is less, plus any authorized overdraft protection for PIN based purchases.
2. SIGNATURE-BASED PURCHASES: You are limited to the amount on deposit in your Account and/or daily limit, whichever is less.
3. There are no limitations to the frequency of Visa Debit Card transactions imposed by the Credit Union; however, there may be limitations imposed by the merchant or the terminal.

**CONFIDENTIALITY OF PIN:** You agree to hold your Personal Identification Number (PIN) in strict confidence, and you will notify the Credit Union immediately if the Visa Debit Card or PIN is lost or stolen. As a precaution you should:

1. Never write your PIN on your Visa Debit Card or any material carried near or with your card.
2. Never let anyone else use your Card.
3. Never let anyone watch you use your Card or PIN at an ATM.

If you forget your PIN you may visit the Credit Union and select a new PIN or contact us and a duplicate will be issued.

You understand that the use of the PIN to access Credit Union accounts will acknowledge acceptance of the following terms and conditions:

1. The Credit Union registers the PIN for your use only. You assume responsibility for all transactions made through the systems.
2. The PIN is the property of the Credit Union and is subject to cancellation at any time. You may cancel your PIN privileges at anytime by notifying East County Schools Federal Credit Union in writing at 1069 Graves Avenue, Suite 100, El Cajon, CA 92021.
3. You understand that the PIN which has been provided or which you have selected is personal and confidential. Therefore, you agree to take all reasonable precautions that no one else learns your PIN. At no time will you reveal or make available, directly or indirectly, the PIN to any other person.
4. Any loss or theft of your PIN must be promptly reported by calling the Credit Union at (619) 588-1515. Once issued, the Credit Union does not maintain a record of the PIN selected; if the PIN is lost or stolen you must apply for a new PIN.
5. The use of your PIN is subject to all agreements and regulations on Checking and Share Accounts. You agree not to withdraw funds in excess of the balance in your Accounts, including any agreed upon line of credit.
6. If a PIN is requested for a joint account, you agree to be jointly and severally liable under the terms of this Agreement.

**DEPOSITS:** You understand and agree that we accept funds deposited at an ATM subject to 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 the Credit Union. The delay will depend upon Credit Union policies as permitted by law, and you should refer to the Credit Union's Disclosure of Funds Availability Policy for details.

**TRANSACTION AUTHORIZATION:** By using your Visa Debit Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide Account balance information or to make withdrawals and transfers into or from your Accounts with the Credit Union, in accordance with the instructions given to the automated teller machine. Furthermore, you authorize the Credit Union to make advances on your line of credit loan.

If you authorize us to issue a Visa Debit Card (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that individual to withdraw funds from any Account (including your line of credit account) which can be accessed by the Visa Debit Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the Visa Debit Card.

**OVERDRAFT TO A LINE OF CREDIT:** If you have a line of credit in conjunction with your Checking account, then you may use that line of credit to fund any overdraft on your Checking account caused by ATM access. Other than by the specific overdraft provision agreed to by you separately, you may not use your Visa Debit Card to overdraw your Checking account, your Regular Share Account, or your line of credit, unless applicable. However, if you do overdraw, you authorize us to cover the overdraft as follows:

1. Overdrawn Checking Account: Withdraw funds from your Regular Share Account or make a cash advance from your line of credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
2. Overdrawn Regular Share Account: Withdraw funds from your Checking account or make a cash advance from your line of credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
3. Overdrawn Line of Credit: Withdraw funds from your Regular Share Account, Checking account or from your other accounts, including accounts on which you are a joint owner.

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

**DOCUMENTATION OF TRANSFERS:** You will receive a receipt at the time you make any transaction at an ATM. You should retain this receipt to compare with your statement. Also, you will receive periodic statements at least quarterly, and you will receive a monthly statement for any account which had Visa Debit Card activity during the month.

**ILLEGAL TRANSACTIONS:** You are prohibited from using your Visa Debit Card, your Card number or PINs for illegal transactions including, but not limited to, illegal internet gambling. You agree to indemnify the Credit Union for illegal transactions you conduct using your Visa Debit Card, the Card number or PIN.

**AT VISA NETWORK ATMs:** If you have a VISA Credit Card issued by us, you may use your VISA Credit Card with your Personal Identification Number (PIN) to make cash advances from your Credit Card Account only. You may access your Credit Card Account once each day. You authorize us to charge your VISA Credit Card Account in accordance with the instructions you give the ATM.

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements you receive.
4. Do not give your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
11. Don't display your cash. Pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
12. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with the facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

#### **DISCLOSURES APPLICABLE TO MOBILE BANKING SERVICES AND CU@U INTERNET BRANCH SERVICES**

By requesting CU@U Internet Branch or Mobile Banking Services you have requested that EAST COUNTY SCHOOLS FEDERAL CREDIT UNION provide you a member selected confidential Personal Identification Number (PIN) and password for access to our CU@U Internet Branch service. (This PIN will be different from your ECSFCU ATM or Visa Debit Card PIN). For Mobile Banking Service you will have a member selected password only.

**GOVERNING DOCUMENTS:** Your use of CU@U and Mobile Banking Services is governed by this Disclosure and Agreement (and any application you sign for these programs) and any other agreements you have with us concerning the transaction you are conducting through these services such as a credit card, loan or line of credit agreement. These other agreements are not changed by you using CU@U and Mobile Banking Services.

**ONLINE EMAIL COMMUNICATIONS:** You can communicate with us via electronic mail (email) by logging on to our website and following the instructions for contacting us. However, you may only email us general questions and not account information questions. We will not respond to account information related questions sent to us via email. Also, you should not send us any confidential account information via email. You cannot perform transactions on your account via email. You cannot request a stop payment or report an unauthorized transaction via email. Since these types of requests require expeditious handling, you must make these requests by calling or mailing us. You agree that we may take a reasonable amount of time to act on any email we actually receive from you. Any information you receive from us in response to your email question(s) is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to emails from the email address we have on file for you. If you change your email address, you must notify us in writing before your address changes.

If you sign up for the CU@U Internet Branch or Mobile Banking Services service, unless you instruct us otherwise, and to the extent permitted by law, you agree that we may, at our discretion, send you communications in electronic form and that you will print a paper copy of all communications you receive from us in electronic form and retain for your records. This would include legally required disclosures about your accounts with us, agreements concerning CU@U Internet Branch or Mobile Banking Services and periodic statements concerning your accounts with us. Any electronic message sent to you by us shall be considered as if sent by U.S. Mail, postage prepaid, and shall be considered received by you within three (3) days of the date sent by us, even if you have not signed on to CU@U Internet Branch or Mobile Banking Services within that time frame. If you want to revoke your agreements to receive communications from us in electronic form, you must call us with your revocation request at (619) 588-1515.

**ONLINE BILL PAYMENT** is an additional service offered to East County Schools Federal Credit Union members. The disclosure outlining the terms and conditions of this service will be provided for you to review, accept and print your records at the time you agree to use the service.

**MEMBER ACCESS AND RESPONSIBILITY:** When you instruct us through CU@U Internet Branch or Mobile Banking Services to transfer funds between your accounts, you authorize us to transfer or withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds from an account which has insufficient funds to complete the transaction and we may not complete the transaction unless there are available funds in the designated account.

**CU@U INTERNET BRANCH SERVICE OR MOBILE BANKING SERVICES:** Service is available for your convenience 24 hours a day, seven days a week, with minor interruptions for system maintenance. Please note, references to PIN refers to your CU@U Internet Branch PIN and password or Mobile Banking Services password.

If the wrong PIN / password is entered three (3) times consecutively, CU@U Internet Branch or Mobile Banking Services will restrict access. Please contact the Credit Union to restore access.

Types of transactions available. You may use CU@U Internet Branch or Mobile Banking Services to:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your Regular Share, Money Market or Checking Accounts;
- Transfer funds from your Line of Credit to your Regular Share, Money Market or Checking Accounts; and
- Make a loan payment.

All payments and deposits are subject to later verification by us.

#### **ADDITIONAL TRANSACTIONS AVAILABLE AT CU@U INTERNET BRANCH ONLY:**

- Request a check withdrawal mailed to your home address;
- View images of paid checks;
- Obtain clearance of specific checks;
- Request a check withdrawal from your Regular Share, Money Market or Checking Accounts mailed to your name address;
- Submit address and telephone number changes;
- Authorize stop payments; and
- Download transaction information to personal financial management software from Checking, Regular, and Loan Accounts.

**ADDITIONAL TRANSACTIONS AVAILABLE (Mobile Banking Only):**

- Mobile Check Deposit.

**LIMITATIONS ON TRANSACTIONS:** The following are limitations to the use of the Credit Union CU@U Internet Branch or Mobile Banking Services:

- No more than six preauthorized, automatic, or telephone transfers may be made from your Share Account or Money Market deposit account to another account at the Credit Union or to a third party in any calendar month. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

**VERIFICATION AND POSTING OF TRANSACTIONS:** Transactions made through CU@U Internet Branch or Mobile Banking Services are binding only after verification by the Credit Union. Transactions occurring after normal business hours each day will be posted to the appropriate account(s) on the next business day after the date of such transaction.

**CU@U INTERNET BRANCH OR MOBILE BANKING PIN AND/OR PASSWORD:** You understand that you cannot use CU@U Internet Branch or Mobile Banking Services without a PIN and/or password, which we refer to as your CU@U Internet Branch or Mobile Banking Services PIN and/or password. You are responsible for the safekeeping of your CU@U Internet Branch or Mobile Banking Services PIN and/or password for all transactions accomplished by using CU@U Internet Branch or Mobile Banking Services.

If you disclose your CU@U Internet Branch or Mobile Banking Services PIN and/or password to anyone; however, you understand that you have given them access to your accounts via CU@U Internet Branch or Mobile Banking Services and that you are responsible for any such transactions. You are responsible for all transfers and withdrawals you authorize using CU@U Internet Branch or Mobile Banking Services. If you permit non-authorized persons to use CU@U Internet Branch or Mobile Banking Services, you are responsible for any transactions they conduct.

We are authorized to act on any instructions received under your CU@U Internet Branch or Mobile Banking Services PIN and/or password.

**ILLEGAL, FRAUD OR IMPROPER ACTIVITIES:** You agree not to use CU@U Internet Branch, Mobile Banking Services or the Credit Union's website for any illegal, fraudulent or improper activity including, but not limited to, illegal gambling or linking the Credit Union's website to any other website. If we or any service provider suspects that you may be engaged or may have engaged in any illegal, fraudulent or improper activity, your access to CU@U Internet Branch or Mobile Banking Services and the Credit Union's website may be suspended or terminated without advance notice. You agree to cooperate with us to investigate any suspected illegal, fraudulent or improper activity. You will indemnify us for our losses resulting from your illegal, fraudulent or improper activity.

**PERIODIC STATEMENT:** You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has Visa Debit Card, CU@U Internet Branch or Mobile Banking Services activity during the month.

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

If you have arranged to have preauthorized electronic deposits of your net paycheck, payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following information applies to you.

**ACCOUNT ACCESS:** Preauthorized deposits, with the exception of payroll deductions, may be made to your Regular Share or Checking account(s) only.

**NOTIFICATION OF PREAUTHORIZED DEPOSITS:** If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at (619) 588-1515 and we will advise you whether or not the preauthorized deposit has been made.

**DOCUMENTATION OF PREAUTHORIZED DEPOSITS:** You will receive a monthly statement for each month in which a deposit is made, but at least quarterly if no deposits are made.

**DIRECT DEPOSITS:** If, in connection with a direct deposit plan, we deposit any amount in an account, which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES**

If you have requested a preauthorized payment to a third party from any Credit Union account, the following information applies to you.

**ACCOUNT ACCESS:** Preauthorized payments may be made from your Regular Share or Checking account(s) only.

Right to receive documentation of preauthorized payment.

1. INITIAL AUTHORIZATION: You can get copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.
2. NOTICE OF VARYING AMOUNTS: If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment, when it will be made and how much it will be. You 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 you set.
3. PERIODIC STATEMENTS: You will receive a monthly statement for each month in which a transfer is made, but at least quarterly, if no transfers are made.

**RIGHT TO STOP PREAUTHORIZED PAYMENT:** If you want to stop any preauthorized payment, here's how:

Call us at (619) 588-1515, or write us at EAST COUNTY SCHOOLS FEDERAL CREDIT UNION, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021 in time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the oral stop pay order will cease to be binding. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire preauthorized payment arrangement with the payee, you must contact the payee. You can also notify us that the preauthorized payment has been terminated. You must sign an affidavit with us stating that you have notified the payee of the termination in the manner specified by the payee within fourteen (14) days of your oral notice to us, otherwise the oral notice will cease to be binding.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If you order us to stop one of your preauthorized payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for losses or damages, to the extent provided by law. There is a Stop Payment Fee as disclosed on the Schedule of Fees and Charges, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

**GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES**

**BUSINESS DAY DISCLOSURE:** Our regular business days are Monday through Friday, except federal holidays.

**ERROR RESOLUTION**

In case of errors or questions about your electronic funds transactions, telephone us at (619) 588-1515, or write us at EAST COUNTY SCHOOLS FEDERAL CREDIT UNION, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or transaction receipt. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared, unless the error is on an ACH transaction. We must hear from you no later than sixty (60) days from the date the ACH transaction posted to your account.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may instead take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation.

**EXCEPTION:** We have up to twenty (20) business days to provisionally credit your account, if the notice of error involves an electronic funds 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, foreign-initiated transactions, or point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), we may take up to ninety (90) calendar days to complete our investigation.

**POINT-OF-SALE TRANSFER EXCEPTION:** We will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers, other than a cash disbursement at an ATM. Except that if we determine that the circumstances or your account history warrant a delay, you will receive credit within ten (10) business days. You may ask for copies of the documents that we used in our investigation.

**OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:** If we do not complete a transaction to your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction.
2. The transaction requested would exceed an unused credit limit.
3. The automated teller machine where you are making the transaction does not have enough cash.
4. The automated teller machine, terminal or electronic system being used, was not working properly and you knew about the breakdown when you started the transaction.
5. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken.
6. Your Visa Debit Card, PIN or CU@U Internet Branch or Mobile Banking PIN and/or password you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is retained by us at your request, or your, Visa Debit Card PIN, CU@U or Mobile Banking PIN and/or password has been repeatedly entered incorrectly.
7. Failure to complete the transaction, if done to protect the security of your account and/or the electronic terminal system.
8. We received incorrect or incomplete information from you or from third parties (e.g. U.S. Treasury, an automated clearing house or a terminal owner).
9. You are in default on an account you are attempting a transfer.
10. You fail to properly follow CU@U Internet Branch or Mobile Banking Service or applicable software instructions on how to make a transfer or payment.
11. There is a malfunction in your personal computer browser and/or software.
12. The transfer could not be completed due to system unavailability or a telecommunication or Service Provider Failure.
13. There may be other exceptions.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** We will disclose information to third parties about your account or transaction only;

1. Where it is necessary for completing a transaction.
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with a government agency or a court order, subpoena or other legal document.
4. If you give us your written permission.
5. In our discretion, to our affiliates.

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

If funds from your account have been transferred via ACH where you 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 you:

**TYPES OF AVAILABLE TRANSACTIONS:** We may make transfers via ACH where you 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 your Checking Account only.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS:** You may make Electronic Check Transactions only to the extent that you have available clear funds in your Checking Accounts or available funds in your designated overdraft sources.

**OVERDRAFT TO LINE OF CREDIT:** You understand that if you have an overdraft line of credit account in conjunction with your Checking Account, then you may use that line of credit to fund any overdraft on your Checking Account including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraw your Checking Account, your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Checking Account by making a cash advance from your line of credit account, if any.

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

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:** Tell us AT ONCE if you believe your Visa Debit Card, PIN or CU@U or Mobile Banking PIN and/or password has been lost, stolen or discovered by an unauthorized person or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s), plus your maximum line of credit. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00, if someone used your Visa Debit Card.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Visa Debit Card PIN or CU@U or Mobile Banking PIN and/or password, and we can prove we could have stopped someone from using your CU@U or Mobile Banking PIN and/or password, without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us AT ONCE. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money, if you had told us in time. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission.

If you can document a good reason (such as a long trip or hospital stay) that kept you from telling us, we will extend the time periods.

**EXCEPTION FOR CERTAIN VISA TRANSACTION:** Notwithstanding the above, you will have no liability for unauthorized transactions with your Visa Debit Card that are processed through VISA. If a transaction at an ATM is not processed through VISA (such as a cash withdrawal from your checking account) this exception will not apply. This exception will not apply to Visa Debit Cards issued outside the U.S. You must provide a written statement regarding any claim of unauthorized VISA Transactions.

If you authorize someone else to use your Visa Debit Card or PIN, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorize. These limitations may be exceeded to the limit allowed by federal or state law if the Credit Union determines that you were grossly negligent or fraudulent in handling your Account or Card.

**NOTICE REGARDING NON-VISA PINLESS DEBIT CARD TRANSACTIONS:** We allow non-Visa debit transaction processing. This means you may use your Visa@ Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN to authenticate your transactions.

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

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your 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 you 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 your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Please be advised that the terms and conditions of your 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 you have any questions about non-Visa debit transactions, please give us a call at (619) 588-1515.

\*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.

**REPORTING A LOST/STOLEN CARD AND/OR UNAUTHORIZED TRANSACTIONS:** If you believe your Visa Debit Card or CU@U or Mobile Banking PIN and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without permission, you must contact us. You may report your Visa Debit Card by calling (619) 588-1515 during regular business hours. After hours, Visa Check Card only, (800) 654-7728 or (800) 449-7728 (Cardholder Services). You may also write us at EAST COUNTY SCHOOLS FEDERAL CREDIT UNION, 1069 Graves Avenue, Suite 100, El Cajon, CA 92021, ATTN: Visa Department.

**FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES:** All charges associated with our electronic funds transactions are subject to the EAST COUNTY SCHOOLS FEDERAL CREDIT UNION Schedule of Fees and Charges, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

**NOTICE REGARDING ATM FEES BY OTHERS:** If you use an automated teller machine (ATM) that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

**CHANGE IN TERMS:** The Credit Union may change any term and condition of this Disclosure and Agreement at any time, but the Credit Union will give you at least twenty-one (21) days' written notice of any change which would result in a greater cost or liability, or which would limit your access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation.

**COLLECTIONS:** You agree that the Credit Union shall be entitled to recover any money owed by you as a result of your use of ATMs or other "electronic services" and you agree to repay any withdrawals which create an overdrawn balance on any of your accounts. The Credit Union has security interest in your present and future shares or deposits and has the right to apply shares or deposits to any money you owe. If any legal action is required to enforce any provision of this Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including attorney's fees.

**TERMINATION OF ELECTRONIC SERVICES:** You may, by written request and by actually discontinuing use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Electronic services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient available funds in any one of your accounts, if any of your accounts are not in good standing or if you give false or misleading information to us during any investigation regarding your Account(s). After suspension, electronic services may be reinstated, at our discretion, once there are sufficient available funds in your accounts to cover any fees and other transfers and debits. We may terminate electronic services or your right to make electronic funds transactions at any time upon written notice. However, we reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of any account agreement have been breached by you or any of your accounts are not in good standing. Upon termination by you or us you will cut and return to us all cards issued in connection with this Agreement. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

**VERIFICATION:** All transactions affected by use of the Visa Debit Card and PIN, CU@U Internet Branch or Mobile Banking Service PIN and/or password, which would otherwise require your signature or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the Visa Debit Card and PIN, CU@U Internet Branch or Mobile Banking Service PIN and/or password.

**REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS:** During any month, you may not make more than six (6) withdrawals or transfers from your Savings accounts to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic (such as CU@U Internet Branch, fax or personal computer) order or instruction. You may make an unlimited number of withdrawals from or transfers among, your Savings accounts by mail, messenger or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Share Accounts through Anytime Teller, if you request that we send you a check.

Transfers in excess of the above limitations may not be honored.

**ACH AND WIRE TRANSFERS:** ACH and Wire Transfers you instruct us to make on your behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and (if the transfer is cleared through the Federal Reserve) Regulation J. International wire transfers are governed by Regulation E. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. You agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

**PROVISIONAL PAYMENT DISCLOSURE:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you 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 your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW DISCLOSURE:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your 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 your account.

**NOTICES:** Any notice sent to you by the Credit Union will be effective when mailed to your last known address as shown on the Credit Union records or, if you signed up for CU@U Internet Branch or Mobile Banking Service, your email address.

**OTHER DISCLOSURES**

**COPY RECEIVED:** You acknowledge receipt of a copy of this Disclosure and Agreement.

**OTHER AGREEMENTS:** Other Agreements between you and the Credit Union controlling Share Accounts and Checking accounts continue to apply, except to the extent expressly modified by this Disclosure and Agreement.

**APPLICABLE LAW:** This Disclosure and Agreement shall be construed and governed in accordance with the laws of the State of California.

**NOTICE:** IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR VISA DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURN IT TO EAST COUNTY SCHOOLS FEDERAL CREDIT UNION, 1069 GRAVES AVENUE, SUITE 100, EL CAJON, CA 92021.



AMERICA'S  
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Your savings federally insured to at least \$250,000  
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**NCUA**

National Credit Union Administration, a U.S. Government Agency