

*Online Banking, Bill Payer and
Mobile Banking
Disclosure and
Agreement*

**SMW 104 Federal
Credit Union**

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By continuing beyond this page you are agreeing to the terms and conditions in the Online Banking, Bill Payer and Mobile Banking Disclosure and Agreement below. Please read this disclosure carefully and print it for your records. This page will not appear again. A copy of this Agreement can be printed by using your browser's print command and a printer. If you are unable to print this document, a copy can be provided to you by the Credit Union upon request.



ONLINE BANKING, BILL PAYER AND MOBILE BANKING DISCLOSURE AND AGREEMENT

This Online Banking, Bill Payer and Mobile Banking Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of SMW 104 Federal Credit Union's Electronic ("Online Banking"), ("Bill Payer") and ("Mobile Banking") services. Disclosure information that applies to Online Banking, Bill Payer and Mobile Banking services offered by SMW 104 Federal Credit Union is given below. Please read this Agreement completely and retain it with your personal records. By using, or allowing another person to use, Online Banking, Online Bill Payer and Mobile Banking services offered by SMW 104 Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the terms ("you") and ("your(s)") refer to the member, and the terms ("we"), ("us"), ("our(s)") and ("Credit Union") refer to SMW 104 Federal Credit Union. All agreements and disclosures shall be construed in accordance with the provisions of the California Uniform Commercial Code (UCC). This Agreement is incorporated by this reference and becomes a part of SMW 104 Federal Credit Union's Electronic Funds Transfer Disclosure and Agreement effective December 1, 2004. All other terms and conditions of your Electronic Funds Transfer Disclosure and Agreement, as amended, remain in force.

ELECTRONIC DISCLOSURE OF ONLINE BANKING, BILL PAYER AND MOBILE BANKING DISCLOSURE AND AGREEMENT

By accessing the SMW 104 Federal Credit Union's Banking Online, Bill Pay and Mobile Banking services, you acknowledge electronic receipt of the Credit Union's Online Banking, Bill Payer and Mobile Banking Electronic Funds Transfer Disclosure and Agreement. You agree that you have read this Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement unless you specifically request it.

WHO IS BOUND BY THIS AGREEMENT

Each person ("signer") who completes the Online Banking, Bill Pay and Mobile Banking Application and/or enters their PIN/Personal Security Code or signs an Online Banking, Bill Payer and Mobile Banking Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN/Personal Security Code, or completes the online Application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors. By accessing the system, or authorizing anyone else to access the system, and/or by signing the application, you agree to be bound by the terms and conditions of the Agreement.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 510.483.1300 or 800.464.5987 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your PIN or access code has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at 510.483.1300 or 800.464.5987.

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

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR PIN OR ACCESS CODE

Tell us AT ONCE if you believe your Personal Identification Number (PIN) OR Access Code has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning

is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your PIN or Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your PIN or Access Code, and we can prove that we could have stopped someone from using your PIN or Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the PIN or Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays.

PERSONAL IDENTIFICATION NUMBER

You will select a Personal Identification Number (PIN). This number should be memorized. After memorizing it, you should destroy it. Your accounts can only be accessed by the use of an access device with the PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your accounts 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:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your PIN/Access Code has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

CHARGES

All charges associated with our SMW 104 FCU Online Banking, Bill Payer and Mobile Banking services electronic funds transactions are disclosed in our Fee Schedule which accompanies this Agreement.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given

where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our Internet Teller services or designated accounts.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of Online Banking, Bill Payer and Mobile Banking services with or without cause. We may do so immediately if:

- a) you or any authorized user of your account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been or might be an unauthorized use of your account; or
- c) you or any authorized user of your account requests that we do so.

ATTORNEYS' FEES AND OTHER FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts.

Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 510.483.1300 or 800.464.5987, or write to us at P. O. Box 2278, San Leandro, CA 94577-0227 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number (if any).
- b) 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.
- c) 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 10 business days.

We will tell you the results of our investigation within 10* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within 10* business days for the amount you think is in error, so that you will have the 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 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you assert an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

➤ ***Additional Disclosures Applicable to Online Banking Services***

SYSTEM REQUIREMENTS

Online Banking services allow convenient access to your account information twenty-four (24) hours a day. To use Online Banking services, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

TRANSACTIONS AVAILABLE

You may use your Online Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request check withdrawals from your share draft/checking and share/savings account;
- Transfer funds between your share draft/checking and share/savings account;
- Download transaction information to personal financial management software from share draft/checking and share/savings account;
- Make loan payments;
- Pay bills through the Bill Payer service from your share draft/checking; and
- Set-up account alerts.

ACCOUNT ALERT FEATURE

The Account Alert feature allows you to establish specific account alerts, events or reminders through the Online Banking service. You may choose to receive account notifications either by secure message through Online Banking, e-mail or text message. The list of Account Alert commands is available through the Online Banking service.

If electing to receive account alerts via text messaging, you must have a mobile device with a service plan that includes text messaging and data. Third party fees may apply for text messaging and data. Contact your mobile device carrier for additional information.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Online Banking service:

- No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.
- The minimum you may withdraw by check is \$5.00.

➤ ***Additional Disclosures Applicable to Electronic Bill Payer Services***

SYSTEM REQUIREMENTS

To use the Bill Payer service, you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call us at 510.483.1300 or 800.464.5987 or write to us at P. O. Box 2278, San Leandro, CA 94577-0227 in time for us to receive your request three 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.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use the Bill Payer service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Bill Payer service:

- The maximum you may withdraw by check is \$10,000 during any 24-hour period;
- Total transactions may not exceed \$10,000 during any 24-hour period;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days;
- The bill being paid must be in the member's name; and
- Payments should be scheduled a minimum of 5 banking business days for electronic payees and 7 banking business days for payees paid by check prior to the due date to ensure timely receipt.

METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

MEMBER RESPONSIBILITIES

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

➤ *Additional Disclosures Applicable to Mobile Banking Services*

SYSTEM REQUIREMENTS

To use Mobile Banking, you must have an Android® phone 2.2 and higher or iPhone® 3.3 and higher with a service plan that includes data and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information.

TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;

- Request check withdrawals from your share draft/checking and share/savings account;
- Transfer funds between your share draft/checking and share/savings account;
- Download transaction information to personal financial management software from share draft/checking and share/savings account;
- Make loan payments; and
- Pay bills through the Bill Payer service from your share draft/checking.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. 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.
- The minimum you may withdraw by check is \$5.00.

