

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean PACIFIC COMMUNITY CREDIT UNION. My acceptance, retention or use of an ATM Card, VISA Check Card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

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

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck, payroll deductions, reauthorized 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, STAR SYSTEM, CIRRUS, EXPLORE and VISA, and such other systems as may be added from time to time, Tellerphone-24, Pacific Xpress and POS. 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, Share Account, 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. Your business hours are 10:00a.m. to 6:00 p.m. each business day. ATMs, Tellerphone-24 and Pacific Xpress are generally open, but not always accessible, 24 hours a day, 7-days a week.

### **Disclosure of Account Information to Third Parties.**

You will disclose information to third parties about my account or transfers I make:

- (1) When it is necessary to complete an electronic transaction;
- (2) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with a government agency or Court order, or any legal process; or

(4) If I give you written permission.

**In Case of Errors or Questions about My Electronic Services Transactions, I Must:**

Telephone you at: (714) 526-2328 or write you at:

**PACIFIC COMMUNITY CREDIT UNION  
401 E. Imperial Highway  
Fullerton, CA 92835-1199**

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

(1) Tell you my name and account number;

(2) Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and

(3) Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. However, if the notice of error involves a transfer to or from an account within thirty (30) days after the first deposit to the account was made, you may have up to twenty (20) days to determine if an error occurred and you will credit such an account within twenty (20) days if more time is needed to complete your investigation.

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

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

For an electronic fund transfer resulting from a Point of Sale debit card transaction, initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, you may take up to ninety (90) days rather than forty

five (45) calendar days to complete your investigation. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

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

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

- (1) Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- (2) Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
- (3) The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- (4) You have received incorrect or incomplete information from me or from third parties (e.g. the U. S. Treasury, an automated clearing house, or a terminal owner);
- (5) The ATM, Tellerfone-24, Pacific Xpress 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 or VISA Check Card has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because my Tellerfone-24/ PacificXpress Password, ATM Card, or VISA Check Card PIN has been repeatedly entered incorrectly;
- (8) The transaction would exceed my 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.

**Charges for Electronic Funds Transaction Services.** All charges associated with my electronic funds transactions and Cards are disclosed in your Schedule of Fees and Charges, which accompanies this Disclosure and Agreement. A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges, for each stop payment order I give. There is a charge assessed if I overdraw my Checking Account by the use of an ATM or a VISA Check Card. If I request a copy of the documentation relative to an ATM 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 Share Account.

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

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

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

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

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

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

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

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

**Account Access.** Preauthorized deposits may be made to my Savings Account(s).

**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 (714) 526-2328 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 Account, the following applies to me.

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

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

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

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

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

**Right to Stop Preauthorized Payment.** If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at: (714) 526-2328 or (800) 656-2328, or write you at 401 E. Imperial Highway, Fullerton, CA 92835-

1199 in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Schedule of Fees and Charges. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

**Your Liability for Failure to Stop Payment.** If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

**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, Tellerfone-24 Telephone Banking Transactions and Pacific Xpress Online Internet Banking.”

**Electronic Check Conversions.** You may authorize a merchant or other payee to make a onetime electronic payment from your checking account using information from your check to:

- Pay for purchases; or
- Pay bills.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO TELLERFONE-24 ELECTRONIC TELEPHONE BANKING TRANSACTIONS**

Tellerfone-24 is a telephone banking which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually “talk” directly with your computer. Before I can use Tellerfone-24 I will select my own Tellerfone-24 Password.

**Types of Available Transactions.** I may use my identification number (Tellerfone-24 Password) to:

- (1) Make transfers between my accounts.
- (2) Check the balance in any of my accounts.

- (3) Inquire to see if my checks have cleared.
- (4) Ask for balances or pay out amounts on my loan accounts (same day only).
- (5) Inquire about loan payment due dates and payment amounts.
- (6) Request checks from my account made payable to me.
- (7) Make loan payments from my Regular Savings or Checking Accounts.
- (8) Request an advance from my Home Equity Line-of-Credit loan account. (At my option, funds will be transferred to either my Regular Savings or Checking Account or a check, made payable to me, will be sent to my address on record.)
- (9) Change my Tellerfone-24 Password.
- (10) You may offer additional services in the future and, if so, I will be notified of them.

**NOTE:** All Credit Union checks drawn on savings accounts will be mailed to the primary member at the address specified in our records for the particular account. Withdrawals and transfers affecting a savings account are subject to the terms and conditions of the applicable account as disclosed in the Credit Union's Account Agreement and Truth-in-Savings Federal Disclosure for that account. Loan payments and advances are subject to the terms and conditions of the Agreement and Federal Disclosure Statement for that account.

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

- (1) Account withdrawals to me through Tellerfone-24 are unlimited, up to a maximum of \$10,000.00, to the extent I have clear funds available in my account.
- (2) For security reasons, in the event my Tellerfone-24 Password is lost or stolen, there may be limits on the dollar amount I can access on the Tellerfone-24 system.
- (3) For security reasons, in the event my Tellerfone-24 Password is lost or stolen, after I notify you, access to Tellerfone-24 may be denied.

**Tellerfone-24/Pacific Xpress Password.** I understand that I cannot use Tellerfone-24 without an identification number, which you refer to as a Tellerfone-24 Password, and that I will select my own Tellerfone-24 Password the first time I use the Tellerfone-24. At my option I may change my Tellerfone-24 Password at any time. For security reasons, you suggest that I change my Tellerfone-24 Password from time to time. I am responsible for the safekeeping of my Tellerfone-24 Password and for all transactions made by use of Tellerfone-24. I understand and agree that I must change my Tellerfone-24 Password

immediately to prevent transactions on my account if anyone not authorized by me has access to my Tellerfone-24 Password.

I will notify you immediately and send written confirmation if my Tellerfone-24 Password is disclosed to anyone other than the joint owner of my account. IF I DISCLOSE MY TELLERPHONE- 24 PASSWORD TO ANYONE, I UNDERSTAND AND AGREE THAT I HAVE GIVEN THEM ACCESS TO MY ACCOUNT VIA TELLERPHONE-24 AND THAT I AM RESPONSIBLE FOR ANY SUCH TRANSACTIONS.

I further understand and agree that my Tellerfone-24 Password is not transferable and I will not disclose the Tellerfone-24 Password or permit any unauthorized use thereof.

### **ADDITIONAL DISCLOSURES APPLICABLE TO PACIFIC Xpress ONLINE INTERNET BANKING AND BILL PAYMENT SERVICES**

Pacific Xpress Internet Banking is your computer banking service that allows access to my accounts without assistance from your staff by using the Credit Union website and my own selected Pacific Xpress Internet Password.

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

#### **Windows Users**

- IBM compatible (486 or higher)
- Modem (14.4 or higher)
- 8 MB RAM (16 MB RAM or greater recommended)
- SVGA 640x480 Monitor with 256 Colors
- Printer (Optional)
- Windows 95 or higher
- Netscape Navigator or Communicator 7.0 or higher; or MS Internet Explorer 6.0 or higher

#### **Mac Users**

- Macintosh (Plus or higher)
- 8 MB RAM (16 MB RAM or greater recommended)
- Modem (14.4 or higher)
- Printer (Optional)
- System 7 or higher
- Netscape Navigator or Communicator 7.0 or higher; or MS Internet Explorer 6.0 or higher
- MacTCP
- CongifPPP



I understand that the Credit Union does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Credit Union's use of any of them or arising in any way from the installation, use, or maintenance of my personal computer hardware, software, or other equipment.

**Account Access.** Pacific Xpress Internet Banking is available for my Share Account, Checking Accounts, Money Market Account and Personal Line of Credit Account and most other savings account(s) (with the exception of IRA accounts) and loan account(s) (with the exception of VISA) using my Password specific to this service.

**Types of Available Transactions.** I may use my Pacific Xpress Internet Password for:

- (1) Balance inquiries.
- (2) Account history for up to the last ninety (90) days.
- (3) Transfer of funds among and between my accounts.
- (4) Transfers to other members' accounts with prior written authorization.
- (5) Withdrawals from my Share Account(s) (except from IRAs or from the principal of a Certificate Account) or Checking Account(s) or advances on my Personal Line of Credit made by Credit Union check issued in the name of the member appearing first on the Account Signature Card mailed to my address of record.
- (6) Loan payments by transfers from my Share Account, Checking Account or Money Market Account.
- (7) View account history or download account history.
- (8) Utilize the Bill Payment service from my designated checking account (requires a separate Bill Payment Services Registration Form).
- (9) You may offer additional services in the future and, if so, I will be notified of them.

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

- (1) Withdrawals from my Share Account(s) or Checking Account(s) or loan advances on my Personal Line of Credit, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.

(2) All withdrawals and transfers from a Share or Checking Account are limited to the extent of clear funds available in the Account.

(3) All loan advances are limited to the amount available from the Personal Line of Credit.

(4) Bill Payments are limited in terms of the maximum dollar amount to \$10,000 per payment.

(5) There is no charge for Personal Computer Electronic Banking. After the first three (3) months there may be a charge for use of the Bill Payment services feature as set forth in your Schedule of Fees and Charges.

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

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

**Pacific Xpress Internet Banking Password.** I understand that I cannot use Pacific Xpress Internet Banking without a member identification number which you refer to as a Password. I AGREE THAT THE USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

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

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

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

**Fees Associated With Bill Payment.** I may be charged a Monthly Service Fee for the unlimited use of the Bill Payment feature. You will automatically deduct any Monthly Service Fee and any other applicable fees from my designated checking account on or about the last day of the following month. All applicable fees will be charged as set forth in the Schedule of Fees and Charges.

**Bill Payment Services Agreement.** In addition to the Pacific Xpress Internet Banking terms and conditions, the following additional terms and conditions apply to Bill Payment services: To use Bill Payment services, I must complete the Bill Payment Registration Form. Upon your approval, you will forward the necessary information to the Bill Payment service provider, who will send me a confirmatory email that my Bill Payment application has been approved, thus allowing me to use the services. All payments made through Bill Payment service will be deducted from my designated checking account. Any payee I wish to pay through Bill Payment must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you and the account I am paying must be in my name. I may not use Bill Payment service to make payments to a federal, state or local government or tax unit, or to other categories of payees that you may establish from time to time. I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by payee). If I do not allow sufficient time, I will assume full responsibility for all late charges, finance charges, or other actions taken by payee. **IMPORTANT:** Payment may take up to five (5) days for each vendor (payee), as they are sent either electronically or by check. The Credit Union is not liable for any service or late charges levied against me. I may make arrangements to pay certain recurring bills from my designated checking account.

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

You will overdraft from my Personal Line of Credit Account according to the instructions I have given you if there are not sufficient funds in the designated checking account.

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

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

Under some circumstances, I may stop or modify some authorized payments.

Payments designated as "Today" transactions cannot be stopped, canceled, or changed once my Bill Payment session is terminated. In order to request a stop payment or change a Bill Payment transaction designated, I must contact the Bill Payment service provider at (800) 656-2328.

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

**PACIFIC COMMUNITY CREDIT UNION**  
**401 East Imperial Highway**  
**Fullerton, CA 92835-1199**

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

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

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

If I requested that you issue me an ATM Card or VISA Check Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the CO-OP®, STAR SYSTEM®, CIRRUS®, EXPLORE® or VISA® logos to obtain advances at an ATM bearing a

VISA logo, then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that you will provide me.

**Types of Available Transactions and Limits on Transactions.** Types of available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), (such as, for example, withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an “invalid transaction.” In addition, transactions on non-proprietary ATMs may be subject to a Network transaction fee and/or a terminal use fee charged by the owner of the terminal and/or network used (and I may be charged a fee for a balance inquiry even if I do not complete a funds transfer).

**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 Savings Account and Checking Account at your proprietary ATM(s) or ATMs displaying the CO-OP' logo only.
- (2) Withdrawals from my Savings Account and Checking Account.
- (3) Transfers between my Savings Account and my Checking Account within the same account number.
- (4) Balance inquiries.
- (5) 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 COOP', STAR SYSTEM', CIRRUS', EXPLORE' and Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

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

- (1) Withdrawals from most ATMs are limited to a maximum of \$400.00 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, in your sole discretion.
- (2) Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at CO-OP', STAR SYSTEM' CIRRUS' and VISA' Shared Network machines is generally \$20.00.

(3) For security reasons, in the event my ATM Card, VISA Check Card, or the 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/or VISA Check Card.** Both an ATM Card and/or VISA Check Card and a 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 USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

**Safety at the ATM.** I understand that I should use caution at all times when using an ATM. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the 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. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

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

**Ownership of ATM Card and/or VISA Check Card.** The Card remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, 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(s) through retrieval by any of the ATMs.

**Making Electronic Fund Transactions.** I agree to follow the instructions posted or otherwise given by you or any ATM Network concerning use of ATMs.

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

**Types of Available Transactions and Limits on Transactions.** By use of my ATM Card or VISA Check Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

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

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

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

**Limitations on Frequency and Dollar Amounts of Transactions.** I may make cash advances and purchases only to the extent that I have available funds in my Checking Account plus available funds in my designated overdraft services.

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 or at the time I make a

transfer from my Checking Account. I should retain this receipt to compare with my statement from you.

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

**Foreign Transactions (VISA Check Cards).** Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the governmentmandated rate in effect for the applicable central processing date, plus 2%. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the difference.

**ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, TELLERFONE- 24 ELECTRONIC TELEPHONE BANKING AND PACIFIC XPRESS ONLINE INTERNET BANKING TRANSACTIONS**

**Right to Receive Documentation of Transactions.**

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

(2) Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using an ATM or POS terminal, Tellerfone-24 and Pacific Xpress, which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.

(3) Personal Computer Electronic Banking Transaction. I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Schedule of Fees and Services Charges.



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

I must tell you AT ONCE if I believe my ATM Card, VISA Check Card, Tellerfone- 24/Pacific Xpress Password, or ATM Card, VISA Check Card or PIN (collectively “Card(s) and/or PIN(s)”) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping my possible down. A written notification to you should follow my telephone call. I could lose all the money in my account. However, if I believe my Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my Card(s) and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Card(s) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00. If I am using a VISA consumer card including credit or debit card for transactions that take place on the VISA network system, I understand that VISA Operating Rules and Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN.

Also, if my statement shows transfers that I did not make, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

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

**Telephone Number and Address to be Notified in Event of an Unauthorized Transaction.** If I believe my Card(s) and/or PIN(s) 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: (714) 526-2328, or 800-656-2328 After business hours for a VISA Check Card at: (800) 754-4128, or write you at:

**PACIFIC COMMUNITY CREDIT UNION**  
**401 E. Imperial Highway**  
**Fullerton, CA 92835-1199**

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

**Regulation “D” Restrictions on Electronic Funds Transfers.** Any combination of preauthorized, automatic or telephone withdrawals or transfers from Share Accounts are limited to no more than six (6) transfers in each calendar month. No more than three (3) of the six (6) withdrawals or transfers may be made by check, share draft or other order.

However, I may make an unlimited number of withdrawals from or transfers among my own Share Accounts by mail, messenger or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts through the Tellerfone-24, Pacific Xpress or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

**Verification.** All transactions affected by use of an ATM or POS terminal, Tellerfone-24, Pacific Xpress or other electronic transaction contemplated hereunder which would otherwise require my “wet” signature, or other authorized signature, shall be valid and effective as if “wet” signed by me when accomplished by use of the ATM Card, VISA Check Card, and PIN or Tellerfone-24/Pacific Xpress Password or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your “Delayed Funds Availability Policy.” Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number and where I want my deposit to go. If I make a deposit to my Checking Account with you, the Checking Account deposit slip should be included.