

# **Electronic Services Disclosure and Agreement**

PLEASE KEEP THIS BROCHURE  
FOR YOUR RECORDS

*Effective April 1, 2010*

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



## TABLE OF CONTENTS

Electronic Services Disclosure And Agreement .....	1
Cardholder Agreement .....	1
Disclosures Applicable To Card Transactions .....	2
Transactions Available.....	2
Account Access .....	2
At Visa Network ATMs.....	2
Limitation On Transactions.....	2
Additional Transactions Available (Visa Check Card) .....	3
Foreign Transactions and Charges.....	4
Limitations On Dollar Amounts And Frequency Of Transactions (Visa Check Card) .....	4
Confidentiality of PIN.....	4
Deposits.....	5
Transaction Authorization .....	5
Overdraft To A Line Of Credit.....	5
Documentation Of Transfers .....	5
Illegal Transactions .....	6
Notice Of ATM/Night Deposit Facility User Precautions .....	6
Disclosures Applicable To Audio Express Banking .....	6
Governing Documents.....	7
Member Access And Responsibility .....	7
Audio Express Service.....	7
Other Transaction Limitations .....	7
Verification and Posting Of Transactions.....	7
Audio Express .....	8
Periodic Statement.....	8
Illegal, Fraud, Or improper Activities.....	8
Online Email Communications:.....	8
Online Express Home Banking and Bill Pay Services.....	8
Disclosures For Preauthorized Deposit Of Net Paycheck, Payroll Deductions, Pension Checks, and Federal Recurring Payments.....	8
Account Access .....	9
Notification Of Preauthorized Deposits.....	9
Documentation Of Preauthorized Deposits.....	9
Direct Deposits.....	9
Preauthorized Payment Services .....	9
Account Access .....	9
Right To Stop Preauthorized Payment.....	9
Our Liability For Failure To stop Payment.....	10
General Disclosures Applicable To Electronic Services.....	10
Error Resolution .....	10
Point-Of-Sale Transfer Exception.....	10
Our Liability For Failure To Make Electronic Funds Transactions .....	11
Disclosure Of Account Information To Third Parties.....	11
Your Liability For Unauthorized Transactions And Advisability Of Prompt Reporting .....	11
Exception For Certain Visa Transactions .....	12
Notice For Non-Visa Pinless Check Card Transactions .....	12
Reporting A Lost or Stolen Card And/Or Unauthorized Transactions.....	12
Fees And Charges For Electronic Transaction Services.....	13
Notice Regarding ATM Fees By Others.....	13
Change In Terms.....	13
Collections.....	13
Termination Of Electronic Services.....	13
Verification.....	13
Regulation D Limits on Electronic Funds Transfers.....	13
ACH And Wire Transfers .....	14
Notices .....	14
Copy Received.....	14
Other Agreements .....	14
Applicable Law.....	14

## **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 agreement. The words "WE", "US", "OUR", "Credit Union" and "Eagle CU" mean EAGLE COMMUNITY 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.

Eagle CU participates in several types of services that may be accomplished by electronic transfer: preauthorized deposit 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 payment to a third party (for example, insurance premiums and mortgage payments); preauthorized transfer from another financial institution; Audio Express Telephone Banking; member directed ACH; home banking transfers; Visa Check Card; and automated teller machine (ATM) electronic funds transfer (EFT) services; transactions at a point-of-sale (POS) terminal whether or not an access device is used; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you, the merchant, or Eagle CU retains the check. Disclosure information for each service and general disclosure information is given below. You understand that the agreements, rules and regulations applicable to your account(s), remain in full force and effect and continue to be applicable except as specifically modified by this agreement.

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

### **CARDHOLDER AGREEMENT**

If so designated on the Membership Application and Agreement, you hereby apply for an Eagle CU ATM Card and/or Visa Check Card privileges and agree to all of the following terms and conditions.

1. The term "Card" means any Visa Check Card or ATM Card subject to this agreement as disclosed. The Card is the property of Eagle CU and you agree to surrender the Card to Eagle CU 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 this 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. Eagle CU 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 HELOC or Savings 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 PIN to any other person.
4. Any loss or theft of the Card and/or PIN must be promptly reported to Eagle CU. You may report loss or theft of your Card by calling (949) 588-9400 or (800) EAGLE CU (324-5328) during regular business hours. After hours, in U.S. (949) 588-9400 or outside the U.S. (574) 266-0568.

5. The use of the Card is subject to regulations on Savings accounts, Checking accounts, and any lines of credit HELOC. You agree not to withdraw funds in excess of the balance in your accounts, including any agreed upon line of credit and courtesy pay.
6. You agree to pay all fees or costs and authorize Eagle Community 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.

## **DISCLOSURES APPLICABLE TO CARD TRANSACTIONS**

### **TRANSACTIONS AVAILABLE**

You may access your account(s) by ATM using your ATM Card and PIN or Visa Check Card and PIN, to:

1. Make deposits to Checking or Savings account(s) only at CO-OP and Eagle CU ATMs.
2. Get cash withdrawals from Checking or Savings account(s) or other accounts.
3. Transfer funds from Savings to Checking account(s) or other accounts.
4. Transfer funds from Checking to Savings account(s).
5. Transfer funds from Line of Credit and HELOC to Checking account(s) except at PLUS ATMs.
6. Get information about: The account balance of your Checking or Savings accounts or other accounts.

You may be charged a fee at non Eagle CU ATMs for some of these services. Please refer to our Service Pricing.

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

You may use your ATM Card or Visa Check Card in ATMs 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 ATM Card or Visa Check Card.

### **ACCOUNT ACCESS**

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

### **AT VISA NETWORK ATMS**

If you have a Visa Credit Card issued by Eagle CU you may use your Visa Credit Card with your VISA personal identification number (PIN) to make cash advances from your Credit Card account. You may not access your other Credit Union accounts via the Visa network ATM. You authorize us to charge your Visa account in accordance with the instructions you give the ATM.

### **LIMITATION ON TRANSACTIONS**

The following daily limits apply to cash withdrawals and purchases you make with your ATM Card or your Visa Check Card to the extent you have such funds available in your account.

	ATM Card	Visa Check Card	Visa PRO Check Card
ATM Withdrawals	\$300	\$500	\$750
POS (Point-of-Sale)	\$500	\$1,500	\$2,500
Transactions (Signature)	N/A	\$1,500	\$2,500

VISA Credit Card ATM Daily Cash Withdrawal Limits:

Platinum and Postal/Federal	PRO Platinum
\$500	\$750

Note: ATM and Point-of-Sale terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.

**ADDITIONAL TRANSACTIONS AVAILABLE (VISA CHECK CARD)**

In addition to the above, you may use the Visa Check Card and PIN to:

1. Withdraw cash from your account at ATMs, merchants or financial institutions that display the logo of an ATM Network affiliated with the Credit Union.
2. Make PIN-based purchases.

You may use the Visa Check Card without the PIN to:

1. Purchase goods or services at places that accept Visa Cards.
2. Order goods or services by mail, telephone or on the Internet from places that accept Visa Cards.
3. Make automatic payments from your account 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.

Use of the Visa Check Card, the Card's number, the PIN or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others 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 Check Card will be charged to your account on the date the transaction is posted to your account.

When you use your Visa Check 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 Check Card is not a credit card, which means you may not defer payment of Visa Check Card transactions.

When you use your Visa Check 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 Check Card use and we will not be liable for that fee, or if the merchant or financial institution refuses to accept your Visa Check Card or Visa Check 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 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 conduct, we may place a hold on your account(s) for the amount authorized. You will not have access to the funds on hold, other than for the transaction authorized, until the hold expires.

You may not stop payment on a Visa Check Card transaction. 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 Check 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 a non-US currency exchange.

## **LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (VISA CHECK CARD)**

The following limitations apply to the use of the Visa Check 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, plus any authorized overdraft protection for PIN-based purchases.
3. There are no limitations to the frequency of Visa Check Card transactions imposed by the Credit Union; however, there may be limitations imposed by the merchant or the terminal.

\*See page 5 for "Overdraft To A Line Of Credit" if the above stated limits are exceeded.

### **CONFIDENTIALITY OF PIN**

You agree to hold your Personal Identification Number (PIN) in strict confidence, and you will notify Eagle CU immediately if the Visa Check Card, ATM Card, or PIN is lost or stolen. As a precaution, you should:

1. Never write your PIN on your Visa Check Card, or ATM 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.
4. Employees or agents of Eagle CU should never request you to divulge your PIN.

If you forget your PIN, you may visit a participating branch location 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 Eagle Community Credit Union in writing at P.O. Box 5196, Lake Forest, CA 92609-8696.
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 Eagle CU at (949) 588-9400 or (800) EAGLE CU. Once issued, Eagle CU 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 Savings accounts. You agree not to withdraw funds in excess of the balance in your accounts, including any agreed upon Line of Credit and HELOC and courtesy pay.
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 Eagle CU. The delay will depend upon Eagle CU's policies as permitted by law, and you should refer to Eagle CU's Disclosure of Funds Availability Policy for details.

## **TRANSACTION AUTHORIZATION**

By using your ATM Card or Visa Check 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 ATM. Furthermore, you authorize the Credit Union to make advances on your Line of Credit account.

If you authorize us to issue an ATM Card or Visa Check 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 or HELOC) which can be accessed by the ATM Card or Visa Check Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the ATM Card or Visa Check Card.

## **OVERDRAFT TO A LINE OF CREDIT OR HELOC**

If you have a Line of Credit in conjunction with your Checking account, then you may use that Line of Credit or HELOC to fund any overdraft on your Checking account caused by various reasons, including, but not limited to: (1) the payment of checks, preauthorized electronic transfers, or other withdrawal requests authorized by you including, but not limited to: ATM transactions, Point-of-Sale transactions for which funds are insufficient; (2) the return (unpaid) of items deposited by you; (3) the imposition of service charges by us; or (4) the deposit of items which are treated as not yet "available" according to our Funds Availability Policy. Other than by the specific overdraft provision agreed to by you separately, you may not use your ATM or Visa Check Card(s) to overdraw your Checking account, your Savings 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 Savings account or make a cash advance from your Line of Credit or HELOC, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
2. **Overdrawn Savings Account:** Withdraw funds from your Checking account or make a cash advance from your Line of Credit or HELOC, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
3. **Overdrawn Line of Credit or HELOC:** Withdraw funds from your Savings 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 can receive a receipt at the time you make any transaction at an ATM or have Visa Check Card activity. 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 ATM or Visa Check Card activity during the month.

## **ILLEGAL TRANSACTIONS**

You are prohibited from using your ATM Card, Visa Check Card, your Card numbers 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 ATM Card or Visa Check Card, the Card numbers or PIN.

## **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.

1. Prepare for your transactions at home 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.
3. Compare your records with the account statements you receive from the ATM or night deposit facility.
4. Don't lend 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. Be aware of your surroundings. Look out for suspicious activity. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
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. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert.
13. We want the ATM and night deposit facility to be safe and convenient for you. 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 AUDIO EXPRESS BANKING**

By requesting Audio Express Telephone Banking you have requested that Eagle CU provide you with a confidential Personal Identification



Number (PIN) for access to our Audio Express service. (This PIN will be different from your Eagle CU ATM or Visa Check Card PIN).

## **GOVERNING DOCUMENTS**

Use Audio Express is governed by this Agreement, any application you sign for these programs, and any other agreements you have with us concerning the transaction you are conducting through this service. These other agreements are not changed by you using Audio Express.

## **MEMBER ACCESS AND RESPONSIBILITY**

When you instruct us through Audio Express 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. We may not complete the transaction unless there are available funds in the designated account.

## **AUDIO EXPRESS SERVICE**

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 Audio Express PIN.

If the wrong PIN is entered three (3) times consecutively, Audio Express will restrict access. Please contact the Credit Union to restore access.

Types of transactions available. You may use Audio Express to:

1. Transfer funds from Checking to Checking.
2. Transfer funds from Checking to Savings.
3. Transfer funds from Savings to Checking.
4. Transfer funds from Share to Share.
5. Transfer funds from Overdraft Loan, HELOC or Express Delivery Line of Credit to Checking or Savings.
6. Make payments from Checking or Savings to a Loan or Credit Card account with us.
7. Get information about the account balance of Checking or Savings accounts, the last deposits, the last withdrawals, Loan account balance, Term Share Certificate balance, and current and prior year dividends.
8. Withdraw funds from Savings and Checking accounts through Audio Express by issuing a Credit Union check to yourself. Minimum withdrawal amount is \$100.00.
9. Transfer funds from your Savings or Checking account or other account to another member's account. (You must contact the Credit Union for initial setup).

## **OTHER TRANSACTION LIMITATIONS**

Check withdrawals via Audio Express are limited to \$10,000 per check up to a total of \$20,000 per day. There are no dollar limitations on transfers. However, you are limited to six transfers from Savings, Holiday Club or Money Market accounts.

The total dollar amount of each transaction via Audio Express is subject to sufficient verified funds available to satisfy your transactions.

The frequency of preauthorized, automatic or telephone transfers is limited pursuant to Regulation D restrictions as disclosed on page 13.

## **VERIFICATION AND POSTING OF TRANSACTIONS**

Transactions made through Audio Express are binding only after verification by the Credit Union.

NOTE: Credit Union checks are prepared for withdrawals requested on Audio Express only and will be mailed to your address of record. Checks will be mailed on the next business day.

## **AUDIO EXPRESS**

You understand that you cannot use Audio Express without a PIN, which we refer to as your Audio Express PIN (or password). You are responsible for the safekeeping of your Audio Express PIN, and for all transactions accomplished by using Audio Express.

If you disclose your Audio Express PIN to anyone; however, you understand that you have given them access to your accounts via Audio Express and that you are responsible for any such transactions. You are responsible for all transfers and withdrawals you authorize using Audio Express. If you permit non-authorized persons to use Audio Express, or your PIN, you are responsible for any transactions they conduct.

You further understand that your Audio Express PIN is not transferable and you will not disclose your Audio Express PIN or permit any unauthorized use thereof.

We are authorized to act on any instructions received under your Audio Express PIN.

## **PERIODIC STATEMENT**

You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has Audio Express activity during the month.

## **ILLEGAL, FRAUD, OR IMPROPER ACTIVITIES**

You agree not to use 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 in or may have engaged in any illegal, fraudulent or improper activity, your access to 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.

## **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.

## **ONLINE EXPRESS HOME BANKING AND BILL PAY SERVICES**

Both services are additional services offered to Eagle Community Credit Union members. The disclosure outlining the terms and conditions of these services will be provided for you to review, accept and print for your records at the time you agree to use these services.

## **DISCLOSURES FOR 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 Savings 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. You may also call us at (949) 588-9400 or (800) EAGLE CU, 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.

### **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 Savings 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 (949) 588-9400 or (800) EAGLE CU, or write us at EAGLE COMMUNITY CREDIT UNION, P.O. Box 5196, Lake Forest, CA 92609-8696 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. We may request you to sign a statement 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.

### **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 Service Pricing.

### **GENERAL DISCLOSURES APPLICABLE TO ELECTRONIC SERVICES**

#### **ERROR RESOLUTION**

Our business days are Monday through Friday, except federal holidays.

In case of errors or questions about your electronic funds transactions, call us at (949) 588-9400 or (800) EAGLE CU or write us at EAGLE COMMUNITY CREDIT UNION, P.O. Box 5196, Lake Forest, CA 92609-8696 as soon as you can. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If the error is an ACH transaction, we must hear from you no later than sixty (60) days from the date the ACH transaction posted.

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, 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 may take 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 check 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 documents that we used in our investigation.

## **OUR LIABILITY FOR FAILURE TO MAKE 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 the 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 ATM Card, Visa Check Card, PIN or Audio Express PIN you provide is incorrect, 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 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 to make a transfer.
10. You fail to properly follow Audio Express 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 stated in our agreement with you.

## **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.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING**

Tell us AT ONCE if you believe your Visa Check Card or ATM Card, PIN or Audio Express PIN has been lost, stolen or discovered by an unauthorized person. 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 and HELOC. 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 ATM Card or Visa Check Card.

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

Also, if your statement shows transactions 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. 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 TRANSACTIONS**

Notwithstanding the above, you will have no liability for unauthorized transactions with your Visa Check 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 Check 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 ATM Card, Visa Check Card or PIN, you are responsible for all transactions that person initiates, even if the amount of the transaction exceeds what you authorize.

### **NOTICE FOR NON-VISA PINLESS CHECK CARD TRANSACTIONS**

We allow non-Visa debit transaction processing. This means you may use your Visa Check Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN to authenticate your transactions.

The non-Visa debit network for which such transactions are allowed is the Star network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Check 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.

Please be advised that the terms and conditions of your agreement with us 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 call us at (949) 588-9400 or (800) EAGLE CU.

If you authorize someone else to use your ATM Card, Visa Check Card or PIN, you are responsible for all transactions that person initiates, even if the amount of the transaction exceeds what you authorize.

### **REPORTING A LOST OR STOLEN CARD AND/OR UNAUTHORIZED TRANSACTIONS**

If you believe your ATM Card, Visa Check Card or Audio Express PIN 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 ATM or Visa Check Card by calling (949) 588-9400 or (800) EAGLE CU (324-5328) during business hours. After hours, call (949) 588-9400 in U.S. or outside the U.S. (574) 266-0568. You may also write us at EAGLE COMMUNITY CREDIT UNION, P.O. Box 5196, Lake Forest, CA 92609-8696 ATTN: Member Services.

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

## **FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES**

All charges associated with our electronic funds transactions are subject to the Eagle CU Service Pricing, which has been provided with this 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 Eagle CU is 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. Eagle CU has a 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 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 funds in any one of your accounts or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient 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 ATMs, ATM Card and PIN, Visa

### **REGULATION D LIMITS 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 Audio Express, 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 Savings accounts through Audio Express, if you request that we send you a check. Transfers in excess of the above limitations may not be honored.

Check Card and PIN, Audio Express and PIN, which would otherwise require your signature or other authorized signature, shall be valid and effective as if signed by you when accomplished by use.

### **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 Regulation J. 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. You agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payment 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.

### **NOTICES**

Any notice sent to you by Eagle CU will be effective when mailed to your last known address as shown on the Credit Union records or, if you signed up for Online Express Home Banking, your email address.

### **COPY RECEIVED**

You acknowledge receipt of a copy of this Disclosure and Agreement.

### **OTHER AGREEMENTS**

Other Agreements between you and the Credit Union controlling Savings 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.

