



**United Methodist
FEDERAL CREDIT UNION**

Lighting the way to financial stewardship

UMFCU Electronic Funds Transfer Disclosure

United Methodist Federal Credit Union

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ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT PLEASE KEEP THIS BROCHURE FOR YOUR RECORDS

Effective January 1, 2004

ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

This Agreement and Disclosure ("Disclosure") sets forth the terms and conditions for Electronic Funds Transfer Services which are or may be made available by United Methodist Federal Credit Union ("Credit Union"). It defines your rights and responsibilities and those of the Credit Union with respect to any Electronic Funds Transfer. Please read it carefully before using your ATM and/or VISA Check Card or effecting any other kind of Electronic Funds Transfer.

PURPOSE OF DISCLOSURE: This Disclosure contains the terms, conditions and disclosures with respect to Electronic Funds Transfers. You understand that the agreements and rules and regulations applicable to your Share Account, Checking Account and any other Account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

APPLICATION OF THIS AGREEMENT AND DISCLOSURE:

This Disclosure applies to any Electronic Funds Transfer made to or from your Account(s) through the use of your ATM Card at any authorized ATM, through the use of your Personal Identification Number (PIN) in conjunction with your ATM Card, MasterMoney Check Card, by pre-authorized deposit, by pre-authorized payment, by Audio Response Service (Phone Express), or by OnLine Banking (Home Banking).

DEFINITIONS:

In this Disclosure the words "you", "your" and "yours" refer to the party causing an Electronic Funds Transfer. The words "we", "us", "our" and "Credit Union" refer to **UNITED METHODIST FEDERAL CREDIT UNION**. The word "Card" means the ATM Card or MasterMoney Check Card issued to you by the Credit Union. The word "ATM" means an Automated Teller Machine. The word "EFT" means any Electronic Transfer of Funds other than by check or other paper instrument that is initiated through an electronic terminal, telephone, computer, magnetic tape or other communication device for the purpose of providing cash, debiting, crediting, transferring or inquiring on an Account. The words "PIN" or "Access Code" mean a Personal Identification Number which enables you to effect transactions via ATM, MasterMoney Check Card, Phone Express (Audio Response Service) E-Branch (Home Banking) or Bill Payment service. The word "POS" means Point-of-Sale which represents transactions that directly debit (withdraw funds from) your Checking Account only, including your use of the MasterMoney Check Card as a Debit Card.

AUTOMATED TELLER MACHINE (ATM) AGREEMENT TO BE BOUND:

Requesting, retaining, using or permitting another person to use your ATM Card or PIN constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and Agreement and binds you to all the rules and regulations governing the use of an authorized ATM or making an Electronic Funds Transfer.

SERVICES AVAILABLE:

To the extent offered, you may have funds deposited to or withdrawn

from your Share or Checking Accounts or make balance inquiries through the use of Electronic Funds Transfer. All Electronic Funds Transfer Services may not be available at all designated ATMs. You may also use your Card at ATMs or POS in The CO-OP Network, Star and Cirrus Networks. You may also arrange pre-authorized deposits or pre-authorized payments to or from your Accounts, and may effect transfers via Phone Express (Audio Response Service) or E-Branch (Home Banking). Additional Electronic Funds Transfer services may be made available by the Credit Union in the future. You will be notified regarding these services.

AT VISA NETWORK ATMS. If you have a Visa credit card issued by United Methodist Federal Credit Union, 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.

VERIFICATION:

Any and all transactions are subject to verification. The Credit Union will acknowledge transactions only after such verification is made.

MAKING ELECTRONIC FUNDS TRANSFERS: You agree to follow the instructions posted, displayed or otherwise given for use of an authorized ATM.

CONFIDENTIALITY OF PIN: Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence and you will notify the Credit Union immediately if the Card or PIN (Access Code) is lost or stolen. As a precaution, you should not write your PIN (Access Code) on your Card or any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN (Access Code). Never let anyone watch you use your Card or PIN (Access Code) at any ATM.

INFORMATION DISCLOSURE TO THIRD PARTIES: The Credit Union will disclose information to third parties about your Account(s) or the transaction you engage in:

1. Where it is necessary for completing transactions, or
2. To verify the existence and conditions of your Account(s) for a third party such as a credit bureau or merchant, or
3. To comply with a governmental agency or court order, subpoena or other legal process, or
4. If you give us your written permission.

PERIODIC STATEMENTS: At least quarterly, you will receive a statement for each Account which may be accessed by an Electronic Funds Transfer. You will get a statement of Account each month in which you made a reportable Electronic Funds Transfer.

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS:

Telephone us at (909) 946-4096 or write us at United Methodist Federal Credit Union, 5405 E. Arrow Highway, Suite 104, Montclair, CA 91763-1664 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared.

1. Tell us the name and Account number.
2. Describe the error or transaction 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 (or within twenty (20) business days, in the case of a claim made within 30 calendar days after an account is opened) and will correct any error promptly. If we need more time, however, we may take forty-five (45) days to investigate your complaint or question (or ninety (90) days in the case of a point of sale transaction, claim made within 30 calendar days after an account is opened or a transaction initiated outside of the United States). If we decide to do this, we will 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 your complaint or question within ten (10) business days, we may not recredit your Account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

MEMBER LIABILITY:

YOU MAY BE LIABLE for all authorized or unauthorized uses of an ATM Card, ATM PIN or Phone Express / OnLine Banking Access Code.

DISCLOSURE OF YOUR LIABILITY FOR UNAUTHORIZED

TRANSACTIONS: Tell us AT NCE if you believe your ATM Card, PIN or Phone Express / E-Branch / Bill Payment service Access Code has been lost, stolen or discovered by an unauthorized person, or if you believe that someone may have used your Card, PIN or Phone Express / E-Branch / Bill Payment service Access Code without your permission. Telephoning is the best way of minimizing your possible losses. You could lose all of the money in your designated Account(s), plus funds in your other Accounts and your maximum overdraft line-of-credit, if applicable. Call (909) 946- 4096 or write us at United Methodist Federal Credit Union, 5405 E. Arrow Highway, Suite 106, Montclair, CA 91763-1664. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card, PIN or Phone Express / E-Branch / Bill Payment service Access Code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card, ATM PIN or Phone Express / OnLine Banking Access Code and we can prove that we could have stopped someone from using your ATM Card or ATM PIN or Phone Express / E-Branch / Bill Payment service Access Code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transactions that you did not make, 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. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

LIABILITY FOR UNAUTHORIZED USE (MASTERMONEY CHECK CARD):

You will generally not be liable for the unauthorized use of a MasterMoney Card when such use is deemed a "MasterCard Transaction" by MasterCard International (such as use of the Credit Card to purchase goods or services from merchants.) When such use is not deemed a "MasterCard Transaction" by MasterCard International (such as use of The MasterMoney Card to obtain a cash advance at an ATM), or where you have not exercised reasonable care in safeguarding your MasterMoney Card, or when you have reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months, or when your Account is not in good standing, you may be liable for such unauthorized use. In any case, your liability for unauthorized use that occurs after you notify United Methodist Federal Credit Union, 5405 E. Arrow Highway, Suite 106, Montclair, California 91763-1664, orally or in writing, of the loss, theft, or possible unauthorized use, will not exceed \$50. If you authorize someone else to use your Card and PIN or Phone Express / E-Branch / Bill Payment service Access Code, you are responsible for all transactions that person initiates any time, even if the amount of the transaction(s) exceeds what you authorize.

BUSINESS DAYS: Our business days are Monday through Friday, excluding holidays. Contact the Credit Union for our holiday schedule.

CREDIT UNION LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS:

If we do not properly complete an Electronic Funds Transfer to or from your Account(s) on time or in the correct amount according to our agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, your Account(s) does not contain enough money (or sufficient collected funds) to complete the transaction.
2. If your Account is frozen because of a court order or a similar legal reason.
3. If the authorized ATM or other Electronic Funds Transfer System does not have enough cash.
4. If the authorized ATM, E-Branch / Bill Payment service equipment or other Electronic Funds Transfer System was not working properly.
5. If your Card, PIN or Phone Express / E-Branch / Bill Payment service Access Code has been reported lost or stolen and we have blocked the Account(s).
6. If circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.
7. If your Card has expired, is damaged so that the machine cannot read the encoding strip, is inactive due to non-use or because your PIN or Phone Express / E-Branch / Bill Payment service Access Code has been repeatedly entered incorrectly.
8. If your Card is retrieved or retained by an ATM.
9. If the failure to complete the Electronic Funds Transfer is done to protect the integrity of the system and/or to protect the security of your Accounts.
10. If we receive incorrect or incomplete information from a government agency, an automated clearing house, or any other parties or entity.
11. If the Credit Union has established additional exceptions (with appropriate notice to you).

CHARGES FOR ELECTRONIC FUNDS TRANSFER SERVICES:

All charges for use of our Electronic Funds Transfer services are disclosed in our Fee Schedule. Additional copies can be obtained from our office. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

TERMINATION AND AMENDMENT: The Credit Union may terminate your rights to use authorized ATMs or to make Electronic Funds Transfers at any time or amend the terms of this Disclosure, or cancel this Disclosure or the Electronic Funds Transfer Services. The Credit Union may amend, modify, delete or change any term of this Disclosure. Amendments to this Disclosure will be effective when indicated and will be mailed to you. You may request termination of this service in writing.

OWNERSHIP OF THE ATM OR MASTERMONEY

CHECK CARD: The Card remains the property of UNITED METHODIST FEDERAL CREDIT UNION and you agree to surrender the Card to us upon demand or through retrieval by any authorized ATM.

DISCLOSURE CONTROLS: Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure takes precedent.

APPLICABLE LAW: Except as governed by Federal law, this Agreement shall be construed and governed in accordance with the laws of the State of California.

FOREIGN TRANSACTIONS: If you effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to Institutions that issue MasterCard cards. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is generally either a government-mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

PRIOR AGREEMENTS: All agreements applicable to your various Accounts, Share Certificates or loan relationships with the Credit Union shall be applicable to all transactions initiated by the Card, PIN or Phone Express / E-Branch / Bill Payment service Access Code except that if any such Account is an Account requiring two or more signatures, all signature requirements are hereby waived by you, and any other parties may withdraw funds in with a transaction initiated by the use of the Card and PIN or Phone Express / E- Branch / Bill Payment service Access Code and each party agrees to be bound by the transaction.

DOCUMENTATION: You can get a receipt at the time you make any Electronic Funds Transfer to or from your Account at an ATM or point-of-sale terminal.

COLLECTION COSTS: The Credit Union may collect amounts owed to us by you under this Disclosure and you agree to pay the Credit Union our reasonable expenses, including court costs and attorney fees, for enforcing our rights under this Disclosure.

LIMITATIONS OF SERVICE: You and all other joint Account holders or Cardholders, jointly and severally, agree to use any access device(s) in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized. You may make an unlimited number of balance inquiries on your designated Account(s) each day. A transaction charge may be imposed by a participating network institution or the Credit Union (see Fee Schedule) if such inquiries are initiated through a network terminal.

You **MAY ONLY MAKE DEPOSITS** to your Account(s) at ATM terminals authorized by the Credit Union. The Credit Union will **NOT BE RESPONSIBLE** for any direct or incurred losses or the failure to credit any attempted deposits into any Account. You may use your Card to obtain up to \$500.00 per day (or other amounts as specified at later dates), with the exception that from Friday 3:00 p.m. to Monday 3:00 p.m. you may obtain a total of \$1,500.00, from authorized terminals. For the purposes of this Disclosure, one "banking day" shall constitute one day. Various financial institutions which participate in the various networks to which the Credit Union is a member, may have authorized withdrawal limits different than \$500.00 at their respective ATM's. In the event that a specific ATM is limited to withdrawals of less than \$500.00, you will not be able to withdraw more than the cash limit at that particular ATM. Should the withdrawal limit of a particular ATM be greater than \$500.00, you will still be limited to the \$500.00 maximum withdrawal limit of available funds per Account per day as established by the Credit Union.

Available funds in your Account(s), as may be indicated at the time of a balance inquiry at an ATM terminal, may not reflect (if applicable) any available authorized overdraft protection options on the Account(s). You may NOT be able to obtain all EFT services at all participating ATMs. The Credit Union reserves the right to place a "hold" on funds deposited to your Account(s) for a reasonable period of time. You may not withdraw funds in excess of the available from a deposit balance subject to such hold; however, the Credit Union will provisionally credit your Account at the time of posting subject to the hold. A copy of the Credit Union's "Disclosure of Delayed Availability of Deposited Funds Policy" can be found in the Truth-In- Savings Disclosure. Due to Federal Reserve Regulation D, you may not make more than six (6) transfer and withdrawals, or a combination of such transfers and withdrawals per month from your Share Account to another Credit Union Account of yours at United Methodist Federal Credit Union or order or instruction, and no more than three (3) of the six (6) such transfers may be made by check, draft, MasterMoney Check Card, or similar order made by you and payable to third parties.

EFT TRANSACTIONS FOR LAWFUL PURPOSES ONLY: You are prohibited from using Internet Gambling. You agree to indemnify the Credit Union for your use of the Card, Card number or PIN for illegal transactions. Such transactions include, but may not be limited to, any quasi-cash or on-line illegal gambling transaction, any electronic commerce transaction conducted over an open network and any illegal betting or wagering. However, in the event that charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

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 Federal Reserve 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 payments made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

SAFETY TIPS FOR USING THE ATM :The automatic teller machine provides you quick, convenient access to your money. By following these important safety tips, you can safely use the ATM whenever you need cash:

- Always use a Deposit Slip from your Checking Account when making a deposit at an ATM.
- Memorize your Personal Identification Number (PIN). Do not write your PIN on your Card or
- Leave it in your wallet.
- Your card can only be used with your PIN. If your card is lost or stolen, it cannot be used unless the PIN is provided.
- Keep your PIN a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow. If you suspect unauthorized use of your card, notify the Credit Union immediately.
- Keep your ATM card in a safe place. Protect it as you would cash or credit cards. If it is lost or stolen, notify the Credit Union immediately.
- When using the ATM at night, be sure you are in a well-lighted area. If someone in the area looks suspicious, choose another ATM in a safer location.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your ATM card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area at once. Notify the Credit Union as soon as possible.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM.
- Never give information about your ATM Account to strangers or inquirers on the telephone. Communicate this information only to the Credit Union in person.

ADDITIONAL DISCLOSURES APPLICABLE TO MASTER-MONEY CHECK CARD WHEN USED AS A POINT OF SALE DEVICE TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:

By use of your MasterMoney Check Card with your PIN or sometimes just your MasterMoney Check Card or MasterMoney Check Card number at a participating Point of Sale terminal, you authorize us to make withdrawals from your Checking Account for cash or to pay for goods and services. When you do so, you use your MasterMoney Check Card as a debit card and your MasterMoney Check Card works much like a check you write on your account. Your MasterMoney Check Card is not then serving as a credit card, which means you may not defer payments of MasterMoney Check Card transactions. When you use the MasterMoney Check Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document or just provide your MasterMoney Check Card number. Some merchants may impose a fee for a MasterMoney Check Card transaction. We are not liable if a merchant or financial institution does not accept your MasterMoney Check Card or MasterMoney Check Card number. We may debit or place a hold on your Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

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

transaction posts to your Checking Account or until the hold expires (up to three (3) business days from the date of the transaction). You may not stop payment on a MasterMoney Check Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price, or warranty of goods or services for which you paid with your Card, you indemnify us for all damages and liability which results from the misrepresentation. If you breach or don't fulfill any of the terms of this agreement, you also indemnify us for all resulting damages and liability. For security reasons, there may be limits on the number of VISA Debit Card transactions that may be authorized.

ACCOUNT ACCESS: You may use your MasterMoney Check Card to access your account(s) as you normally would at any authorized ATM terminal. You may use your MasterMoney Check Card to withdraw cash from your Checking Account or pay for merchandise from your Checking Account at participating merchants, financial institutions or others who honor the Card.

LIMITATIONS ON TRANSACTIONS: You may make cash withdrawals and purchases only to the extent that you have available funds in your Checking Account. Cash withdrawal limitations are disclosed on page 5 "Limitation of Service". For security reasons, there may be limits on the number of those transactions that may be authorized.

RIGHT TO RECEIVE DOCUMENTATION: You may receive a receipt from the merchant or financial institution at the time you make a purchase or obtain cash. You should retain this receipt to compare with your statement from us. You will receive a monthly statement for the Account(s) you have accessed using the MasterMoney Check Card. The statement will show the effective date you initiated the transaction, the type of transaction, and the amount of the transaction occurring on the statement.

VERIFICATION: All transactions affected by use of the MasterMoney Debit Card or which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the MasterMoney Debit Card and PIN (where PIN is required). Deposits at an ATM are subject to verification and collection by us and are subject to our "Your Ability to Withdraw Funds" Policy. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. This identification should include your name, the Credit Union name, member number, and the account to which you want the deposit to go. If it is a deposit to your checking account, the deposit slip should be included.

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

ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OR NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS If you have arranged to have pre-authorized electronic deposits of your payroll deductions, pension checks, or other recurring payments, (for example, Social Security payments), the following provisions apply to you in addition to those previously stated. **ACCOUNT ACCESS:** Pre-authorized deposits may be made to your Account(s).

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS: If you have arranged with a third party (for example, the Social Security

Administration) to make pre-authorized deposits to your Account at least once every sixty (60) days, the third party making pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your Account. If you have not made such an arrangement you may telephone us at (909) 946-4096 and we will advise you whether or not the pre-authorized deposit has been made.

DOCUMENTATION OF PRE-AUTHORIZED DEPOSITS: You will receive a monthly statement for each Account which was accessed by a reportable Electronic Funds Transfer. **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES** If you have requested a pre-authorized payment from your Share/Checking Accounts such as payment of insurance premiums, mortgage payments, etc., the following provisions apply to you in addition to those previously stated.

RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT: INITIAL AUTHORIZATION:

You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization. **NOTICE OF VARYING AMOUNTS:** If your pre-authorized payments 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.

PERIODIC STATEMENT: You will receive a monthly statement for each account which was accessed by a reportable Electronic Funds Transfer.

RIGHT TO STOP PRE-AUTHORIZED PAYMENT: If you want to stop any pre-authorized payment, here's how: Call us at (909) 946-4096 or write us at United Methodist Federal Credit Union, 5405 E. Arrow Highway, Suite 106, Montclair, CA 917631664, 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 14 days after you call. If you request to stop payment, you are authorizing the Credit Union to revoke or cancel the entire pre-authorized payment arrangement to that third party payee. In accordance with our Fee Schedule we will charge you for each stop payment order you give. **OUR LIABILITY FOR FAILURE IN WRITING TO STOP PAYMENT:** If you order us to stop your pre-authorized payments three (3) business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

ADDITIONAL DISCLOSURES APPLICABLE TO PHONE EXPRESS (AUDIO RESPONSE) AND E-BRANCH (HOME BANKING)

If you requested and have been approved for use of the United Methodist Federal Credit Union Phone Express (Audio Response) and/or E-Branch (Home Banking), the following provisions apply to you in addition to those previously stated. These services are available for your convenience 24 hours a day, seven days a week, with minor interruptions for end-of-day processing.

CONFIDENTIALITY OF PIN: You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the PIN (Access Code) is lost or stolen. If you disclose your PIN (Access Code) to anyone, you understand that you have given them access to your Accounts via Phone Express and/or E-Branch (Home Banking) and that you are responsible for any such transaction. You further understand that your PIN (Access Code) is not transferable. If the wrong PIN (Access Code) is entered three (3) times consecutively, Phone Express and/or E-Branch (Home Banking) will immediately cease as a security measure.

TRANSACTIONS AVAILABLE: You may use Phone Express (Audio Response) and/or E-Branch (Home Banking) to:

- Obtain account and loan balances;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your Share and Share Draft / Checking account;
- Transfer funds between your Share and Share Draft / Checking;
- Access your Line of Credit Account to request loan advances;
- Transfer funds from your Line of Credit to your Share Checking and Share Savings Accounts.

Transactions made through Phone Express (Audio Response) and/or E-Branch (Home Banking) are binding only after verification by the credit union. Transactions occurring after normal business hours each day will be posted to the appropriate Account(s) on the next business day after the date of such transaction. The total dollar amount of each transaction via Phone Express and/or E-Branch (Home Banking) is subject to limits set by the credit union (presently set at \$9,999.99), and sufficient verified funds must be available to satisfy your transaction instruction. You understand all share withdrawals, checking withdrawals, and Line of Credit Loan Advance Checks will be made payable to the first named member on the Account and mailed ONLY to the address on file. Check requests made before 3:00 P.M. on any United Methodist Federal Credit Union business day will be mailed the same day if not picked up by 3:00 P.M. by you at the Main Credit Union Office. Check requests made after 3:00 P.M. or on holidays or weekends, will be mailed to the address on file the next business day. Checks will be printed at 9:00 A.M., 12:00 Noon, and 3:00 P.M. each Credit Union business day.

BILL PAYMENT SERVICE AND DISCLOSURE Bill Payments may be processed in three different transaction modes. They are as follows:

1. **TODAY.** If you designate a payment or transfer as a "Today" transaction, the scheduled initiation date will be the next business day. However, sufficient funds must be available on the day and at the time you request the "Today" transaction. "Today" Bill Payments may not canceled for any reason once you have ended a Bill Payment session, as funds are immediately deducted from your designated checking account.

2. **FUTURE.** If you designate a Bill Payment as a "Future" transaction, you may request that the transaction be made on a future date that you designate up to 364 days in advance of the Scheduled Initiation Date. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from your primary checking account on the Scheduled Initiation Date. "Future" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

3. **RECURRING.** If you designate a Bill Payment as a "Recurring" transactions, you may request, and the Credit Union will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e. weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from your checking account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

BILL PAYMENTS 1. Account Designation and Payees. All Bill Payments you make through E-Branch will be deducted from your primary checking account. You may utilize E-Branch service to make Bill Payments to a maximum of up to 45 payees. Any payees you wish to pay through Bill Payment services must be payable in U.S. Dollars

and located within the United States. Each payee must appear on the payee list you create with us and the account you are paying with must be in your name. You may not use Bill Payment service to make payments to a federal, state or local government or tax unit, or to other categories of payee that we establish from time to time. 2.Processing. Funds will be taken out of your primary checking account on the Scheduled Initiation Date entered by you. In many case, your Bill Payments are electronically delivered to the payee within two business days of the Scheduled Initiation Date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. Bill Payment service provides an indication of how many days to allow for each payee you designate.

You must allow sufficient time (2 or 5 business days, as indicated) for Bill Payment service to receive your request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If you schedule your payment with sufficient time, and the payment was not received by the payee, or was received late, the Credit Union will assume responsibility. The Credit Union is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. The Credit Union is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of 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 account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union.

The Credit Union will attempt to notify you by telephone on the Scheduled Initiation Date if a Bill Payment is not processed because there are insufficient funds available in your account. The Credit Union is not responsible if the Credit Union is unable to reach you, whether or not this is due to events beyond the control of the Credit Union. Moreover, to take advantage of this service, you must keep the Credit Union aware of any changes in your current home or business phone numbers. In all cases, you are responsible for either making alternate arrangements for the payment, or rescheduling the payment through Bill Payment service. In no cases will we automatically resubmit a payment for you after funds have become available. Limitations on Services:

- 1.Transfer limitations. Except as provided herein, all Bill Payments from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement governing such account.
- 2.Available Funds Required. All Bill Payments initiated through E-Branch are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier. Stopping or Modifying Payments: Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your Bill Payment service session is terminated.

Except as stated below, in order to request a stop payment or change a Bill Payment service transaction designated as "Future" or "Recurring", you must use E-Branch and follow the instructions provided to you. You must cancel the payment or transfer using E-Branch by 12:00 midnight of the day before the scheduled processing day. We will only accept a verbal or written notice to stop a Bill Payment service

transaction if it relates to a payment designated as "Recurring" and only if the notice is received at the Credit Union no later than three business days before the scheduled date of the payment or transfer. If you call, we may also require you to put your request in writing and get it to us within fourteen days after you call. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. You understand that my written notice will only be accepted at the address and phone number listed on the cover of this Agreement and Disclosure. If you request a cancellation of a transaction as set forth above and we do not do so, we will be liable for the damages caused as explained in the paragraph entitled "Liability for Failure to Make Payments." Authorization To Charge Accounts: You authorize us to charge your designated account(s) for any transactions accomplished through the use of Bill Payment service, including the amount of any Bill Payment that you make, and any charges for the service.

You authorize us to process Bill payments and to transfer funds according to the instructions we receive if the instructions are received by us through Bill Payment service. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any mistaken credit entry. You understand that if a Bill Payment request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary. Further, the Credit Union and other financial institutions or merchant to which a Bill Payment request is forwarded may rely on any financial institution or merchant identification number supplied by you as a means to identify any other financial institution or merchant, even if the identification number is different that the financial institution or merchant named by you. Your obligation to pay the amount of the Bill Payment to the financial institution or merchant is not excused in such circumstances.

Fees: We will automatically deduct the service fee from your primary checking account beginning 30 days from the date of application, unless a different date is agreed to. We will continue to charge your account monthly on the same day (or the next business day if the due date falls on a weekend or holiday), until the service is discontinued. We may give you the option to change the day on which we will charge you the monthly service fee. If you do not have sufficient funds in your account on the date the fee or charge is payable, you authorize us to automatically deduct the payment from your account as soon as funds are available. Security Procedures: An Access Code will be issued to you for security purposes. The Access Code is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of the Access Code. You agree not to disclose or otherwise make the Access Code available to anyone not authorized to sign on your accounts.

You represent that you have considered the security procedures of the Bill Payment service and find that the security procedures are commercially reasonable for verifying that a Bill Payment or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type and frequency of Bill Payments, or other communications that you anticipate issuing to the Credit Union. If the Bill Payment service security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days. If the size, type and frequency of your Bill Payments change, and the result is that the Bill Payment service security procedures to be commercially reasonable. You must also inform us of this within 30 days. Liability for Failure To Make Payments: If we do not send a payment or make a transfer on time, or in the correct amount according to your instructions given in accordance with this Agreement and Disclosure, we will be liable for damages caused.

However, there are some exceptions. We will not be liable, for instance, if: 1. through no fault of ours, your account does not contain sufficient funds to make the payment or transfer. 2. the payment or transfer would go over the credit limit on your overdraft line of credit. 3. the equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable. 4. circumstances beyond our scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken. 5. a court order or legal process prevents us from making a transfer or payment. 6. you have previously reported your Access Code lost or stolen, or if we have a reasonable basis for believing that unauthorized use of your PIN, Access Code or designated account has occurred or may be occurring or if you default under any agreement with us or if we or you terminate this Agreement. 7. the payee does not process a payment correctly, or in a timely manner. There may be other exceptions stated in our agreement with me. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

PERIODIC STATEMENTS: At least quarterly, you will receive a statement for each Account which may be accessed by an Electronic Funds Transfer. You will get a statement of Account each month in which you made a reportable Electronic Funds Transfer.

ACCESS TO ACCOUNTS: You understand that you are responsible for the safekeeping of your PIN (Access Code) provided by the Credit Union and for all transactions by use of Phone Express (Audio Response), E-Branch (Home Banking) and/or Bill Payment service.

ON-LINE E-MAIL COMMUNICATIONS: You can communicate with us via electronic mail (e-mail) by logging on to our web site and following the instructions for contacting us. However, you may only e-mail us general questions and not account information questions. We will not respond to account information-related questions sent to us via e-mail. Also, you should not send us any confidential account information via e-mail. We will only respond to e-mail sent to us via our web site.

You cannot perform transactions on your account via e-mail. You cannot request a stop payment or report unauthorized transactions via e-mail. 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 e-mail we actually receive from you. Any information you receive from us in response to your e-mail questions 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 e-mails from the e-mail address we have on file for you. If you change your e-mail address you must notify us before your e-mail address changes.

OUR LIABILITY FOR E-BRANCH HOME BANKING SERVICES:

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither the Credit Union nor any Internet or commercial on-line access or browser provider (such as America Online, CompuServe, Netscape or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Credit Union, or by the Service Provider or by an agent or subcontractor of any of the foregoing. Nor shall the Credit Union or the Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the

E-Branch service, or Internet browser or access software. Neither the Credit Union nor the Service Providers are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through OnLine Banking which are actually received by us. Except as otherwise stated in this Agreement or as required by law, our entire liability and the liability of any Service Provider, and your exclusive remedy with respect to E-Branch service, is the replacement of any browser or software, if any, provided by us to you.

NO WARRANTIES: Neither the Credit Union nor any Service Provider makes any express or implied warranties concerning the E-Branch service, software or browser, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law. The Credit Union will provide electronic links to various service providers for your convenience. These services are provided to you via computer or telephonic transmission for use on compatible personal, home or small business computers, including Internet appliances with modems, terminals or network computers that can connect to a telecommunications network. The Credit Union makes no warranties on the products or services offered by any electronic links.

INDEMNIFICATION: To the extent permitted by law, you agree to indemnify, defend and hold the Credit Union and our directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind which we may incur including, without limitation, our reasonable attorney's fees and court costs that result directly or indirectly, in whole or in part, from your use of the services and performance of transactions via the E-Branch service.