THIS DISCLOSURE SUPERSEDES ALL DISCLOSURES PRIOR TO THE EFFECTIVE DATE SHOWN BELOW.

Effective Date: May 1, 2013
ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

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

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

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized withdrawals for Bill Payment and other recurring payments; Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned (“Proprietary”) ATMs and on “Shared Network” ATMs such as The CO-OP Network, and such other systems as may be added from time to time; “TouchTeller” Electronic Telephone Banking, anytimeBanking (home banking and anytimeBillPay) and Point-of-Sale Transactions. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account, Savings Account, VISA Credit Card, and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Business Day Disclosure. Your business days are Monday through Friday, except holidays. Your business hours are 8:00 a.m. to 5:00 p.m. P.S.T., Monday through Thursday, and 8:00 a.m. to 6:00 p.m. P.S.T. on Friday. ATMs, POS terminals, the “TouchTeller” Electronic Telephone Banking System, and anytimeBanking are generally open, but not always accessible, 24 hours a day, 7 days a week. anytimeBanking may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet Service Provider and Internet software.

Disclosure of Account Information to Third Parties. You will disclose information to third parties about my account or transfers I make:

(1) When it is necessary to complete an electronic transaction; or
(2) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
(3) In order to comply with a government agency, court order or any legal process; or
(4) If I give you written permission.

In Case of Errors or Questions About My Electronic Services Transactions.

NON-PIN Based Transactions (ATM/POS)

Telephone Card Services at: (866) 820-8856

All Other Transactions

Telephone you at: (800) 894-1200

or write you at: L.A. FINANCIAL FEDERAL CREDIT UNION
P.O. BOX 6015
PASADENA, CA 91102-6015
ATTENTION: Electronic Funds Transfer Dept.

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

(1) Tell you my name and account number;
(2) Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
(3) Tell you the dollar amount of the suspected error.

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

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

For electronic fund transfer resulting from a Point of Sale debit card transaction, initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, you may take up to ninety (90) rather than forty-five (45) calendar days to complete your investigation.

You will tell me the results of your investigation within three (3) business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation. If you reverse a provisional credit, you will pay all items that draw over your account for five business days after you send me the notice without imposing an overdraft fee. However, you can charge an overdraft fee for any item that draws over your account by more than the amount of provisional credit. And after the five-day period, you will charge an overdraft fee on all overdrafts. I agree to immediately restore any amounts by which your account is overdrawn upon your written demand.

Your Liability for Failure to Make or Complete Electronic Funds Transactions.

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

(1) Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
(2) Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
(3) The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
(4) You have received incorrect or incomplete information from me or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
(5) The ATM, Point-of-Sale terminal, TouchTeller, or other electronic service systems contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
(6) The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
(7) My ATM Card, VISA Debit Card, ATM or VISA Debit Card PIN Code or TouchTeller Personal Identification Number (PIN) has been reported lost or stolen, my Card has expired, is damaged so that the ATM cannot read the strip, or PIN is inactive due to non-use, is retained by you at my request, or because my PIN Code has been repeatedly entered incorrectly;
(8) The transaction would exceed my Line of Credit Limit;
(9) Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
(10) There may be other exceptions.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.

I must tell you AT ONCE if I believe my checks, ATM Card, VISA Debit Card, or my “TouchTeller,” ATM Card, VISA Debit Card, or VISA Credit Card PIN, or anytimeBanking password (collectively “check(s), Card(s) and/or PIN(s)”) has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my check(s), Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than $50.00 if someone used my check(s) (in an Electronic Check Transaction), my Card(s), and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my check(s), Card(s), and/or PIN(s) and you can prove you could have stopped someone from using my check(s), in an Electronic Check Transaction, and/or my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as $500.00.

If I am using a VISA consumer card, including credit or debit card, for transactions that take place on the VISA network system, I understand that VISA Operating Rules and Regulations provide for $0 liability for losses from unauthorized (fraudulent) activity. This does not apply to VISA commercial cards, ATM transactions using a PIN, or non-VISA PIN-Debit Network transactions.

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

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

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction. If I believe my Card(s), PIN(s), or check(s) has been lost or stolen or that someone will or may use it to transfer money from my account(s) without my permission, I must telephone you at: (800) 894-1200, extension 8207 or 8208, or write you at:

LA FINANCIAL FEDERAL CREDIT UNION
P.O. Box 6015
Pasadena, CA 91102-6015
ATTENTION: Electronic Funds Transfer Department

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

Fees and Charges for Electronic Funds Transaction Services. All fees and charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges, which accompanies this Disclosure and Agreement. A stop payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges for each stop payment order I give. There may also be a charge assessed if I withdraw my Checking Account by the use of a VISA Debit Card. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my savings account or checking account.

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

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

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

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

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

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

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

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

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

Account Access. Preauthorized deposits may be made to my savings account(s) or checking account(s).

Notification of Preauthorized Deposits. If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (800) 894-1200 and you will advise me whether or not the preauthorized deposit has been made.

Documentation of Preauthorized Deposits. Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If I have requested a preauthorized payment to a third party from my checking account with you, the following applies to me:

Account Access. Preauthorized payments may be made from my checking account only. Right to Receive Documentation of Preauthorized Payment:

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

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

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

Right to Stop Preauthorized Payment. If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at: (800) 894-1200 or write you at LA FINANCIAL CREDIT UNION, P.O. Box 6015, Pasadena, CA 91102-6015, ATTENTION: Electronic Funds Transfer Department, in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, I may also require me to put confirmation of my request in writing at the above address and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Schedule of Fees and Charges. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

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

Liability for Unauthorized Electronic Payments. I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the “General Disclosures Applicable to All Electronic Services” section for resolving errors. Please also refer to the section entitled “Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, TouchTeller Electronic Telephone Banking Transactions, anytimeBanking Transactions, anytimeBillPay, and Electronic Check Transactions.”

ADDITIONAL DISCLOSURES APPLICABLE TO “TOUCHTELLER” ELECTRONIC TELEPHONE BANKING

“TouchTeller” Electronic Telephone Banking is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually “talk” directly with your computer. Before I can use “TouchTeller” Electronic Telephone Banking, I must request the service and then you will provide me with a PIN for access to your “TouchTeller” Electronic Telephone Banking System.

Types of Available Transactions. I may use my “TouchTeller” PIN to:

(1) Make withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or checking account(s) or advances on my personal line of credit by Credit Union check issued in the name of the member appearing first on the account signature card mailed to my address of record;

(2) Transfer funds between my savings account(s), checking account(s), and loan account(s);

(3) Make loan payments by transferring the amount of the payment from my savings account(s) or my checking account(s);
(4) Make account balance inquiries on my savings account(s), checking account(s), or loan account(s); and

(5) Find out if a check written within the past three (3) months has cleared.

You may offer additional services in the future and, if so, I will be notified of them.

Limitations on Frequency and Dollar Amount of Transactions.

(1) Account withdrawals by check through your “TouchTeller” Electronic Telephone Banking System are limited to the extent of collected funds available in my account and/or funds available from my line of credit account.

(2) For security reasons, any amounts over $5,000.00 are subject to verification.

(3) In the event my “TouchTeller” PIN is lost or stolen, there may be restrictions on transactions I can make on the “TouchTeller” Electronic Telephone Banking System.

“TouchTeller” Personal Identification Number (PIN). I understand that I cannot use the “TouchTeller” Electronic Telephone Banking System without an identification number, which you refer to as a “TouchTeller” PIN. I am responsible for the safekeeping of my “TouchTeller” PIN provided by you and for all transactions made by use of the “TouchTeller” Electronic Telephone Banking System.

I will notify you immediately and send written confirmation if my “TouchTeller” PIN is disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to the “TouchTeller” PIN. If I disclose my “TouchTeller” PIN to anyone, however, I understand that I have given them access to my account via the “TouchTeller” Electronic Telephone Banking System and that I am responsible for any such transactions.

I further understand that my “TouchTeller” PIN is not transferable and I will not disclose the “TouchTeller” PIN or permit any unauthorized use thereof.

ADDITIONAL DISCLOSURES APPLICABLE TO ANYTIMEBANKING, ANYTIMEMOBILE, AND ANYTIME BILLPAY SERVICES

anytimeBanking and anytimemobile Agreement and Disclosure. LA Financial Federal Credit Union (LAFFCU) strives to provide you with the highest quality anytimeBanking (Online Home Banking) and anytimeMobile (Mobile Banking) (the “Service”) available. By enrolling in the Service, I agree to all the terms and conditions contained in this anytimeBanking and anytimeMobile Agreement and Disclosure (the “Agreement”) and the other applicable terms and conditions set forth elsewhere in this Electronic Services Agreement and Disclosure.

You may offer additional anytimeBanking and anytimeMobile services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to me at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Definitions. The following words used in this Agreement have the meanings given below:

“Account(s)” means my eligible LA Financial Federal Credit Union savings, checking, money market, share certificate, loan, or other product information, which can be accessed though anytimeBanking or anytimeMobile.

“Agreement” means this anytimeBanking and anytimeMobile Agreement.

“Device” means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web enabled. My wireless carrier may assess fees for data, text messaging, or web services. I will consult my wireless plan provider for details.

“anytimeMobile” means anytimeBanking the banking services accessible from a supportable mobile device using a secure login and password.

“anytimeBanking” means the banking services accessible from a computer using a secure login and password.


“LAFFCU” means LA Financial Federal Credit Union.

Agreement. This Agreement contains the terms that govern my use of the LAFFCU anytimeBanking and anytimeMobile application services. I may use this Service to access my accounts through the Internet or Device. By using anytimeBanking or anytimeMobile to access an account, I agree to the terms of this Agreement, which supplements the terms and agreements of my Account(s) to which I have previously agreed.

Examples of accounts that I may elect to access include deposit accounts and loan accounts. My accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using anytimeBanking or anytimeMobile;
- LAFFCU rules, procedures, and policies applicable to each account;
- The rules and regulations of any funds transfer system used in connection with anytimeBanking or anytimeMobile and all applicable state and federal laws and regulations.

This Agreement is subject to applicable federal laws and the laws of the state of California (except to the extent that this Agreement can and does vary such rules or laws).

anytimeBanking Access. I may access my Account through the Website to obtain balances, transaction history, and other information for all accounts under my Member Number. All Accounts will be linked by the means of the Member Number.

Confidentiality. You will abide with the LAFFCU Privacy Policy in all transactions with me.

Changes. Except as otherwise required by law, rule, or regulation, you may change the terms of this Agreement from time to time and at any time. When changes are made, you will update this Agreement at the Website, email me a copy of the new Agreement, or as otherwise required by law. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires that it be updated at an earlier time. As always, I may choose to accept or decline changes by continuing or discontinuing the use of anytimeBanking or anytimeMobile. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable account.

Fees. See Schedule of Fees and Charges located at the Website. There are no monthly fees for accessing anytimeBanking or anytimeMobile.

Other fees may be assessed and billed separately by my internet service provider or Device provider. All telephone or wireless charges associated with anytimeBanking or anytimeMobile are my responsibility. All other fees which have been separately disclosed to me in connection with my Account(s) will continue to apply to those Account(s) and to my anytimeBanking and anytimeMobile.

anytimeMobile Description of Service. anytimeMobile is offered as a convenience and supplemental service to our anytimeBanking services. It is not intended to replace access to anytimeBanking from my personal computer or other methods I use for managing my accounts and services with you. anytimeMobile allows me to access my Credit Union account information, make payoffs to payees, transfer funds, and conduct other banking transactions. To utilize anytimeMobile services, I must be enrolled in anytimeBanking.

You reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction I request through anytimeMobile. You may also reserve the right to modify the scope of the Service at any time.

anytimeMobile may not be accessible or may have limited service over some network carriers. anytimeMobile may also not be supported by all Devices. LAFFCU cannot guarantee and is not responsible for the availability of data services provided by my mobile carrier, such as data outages or “out of network” issues.

Use of anytimeMobile Service. You may modify the Service from time to time at your sole discretion. In the event of any modifications, I am responsible for making sure I understand how to use anytimeMobile as modified. I also accept responsibility for making sure that I know how to properly use my Device and you will not be liable to me for any losses caused by my failure to properly use the Service or my Device.

Other anytimeMobile Agreements. I agree that, when I use anytimeMobile, I remain subject to the terms and conditions set forth in my existing agreements with any unaffiliated service providers, including, but not limited to, my mobile service provider and that this Agreement does not amend or supersede any of those agreements.

I understand that those agreements may provide for fees, limitations, and restrictions, which might impact my use of anytimeMobile (such as data usage or text messaging charges imposed on me by my mobile service provider). I also agree to be solely responsible for all such fees, limitations, and restrictions. I agree that only my mobile service provider is responsible for its products and services and I also agree to resolve any issues or problems with my provider directly with the provider without involving you.

I agree to review my account disclosures carefully, as they may include transaction limitations and fees that may apply to my use of anytimeMobile.

Equipment and Software. LAFFCU does not guarantee that my Device or mobile phone service provider will be compatible with anytimeMobile. Mobile phones and other Devices with internet capabilities are susceptible to viruses. I am responsible to ensure that my Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) that could result in damage to programs, files, and/or my phone or could result in information
being intercepted by a third party. LAFFCU will not be responsible or liable for any indirect, incidental, special, or consequential damages which may result from such viruses. LAFFCU will also not be responsible if any non-public personal information is accessed via anytimeMobile due to any of the above named viruses residing or being contracted by my Device at any time or from any source. The Credit Union is not responsible for errors or delays or your inability to access the service caused by your device. You are not responsible for the cost of upgrading the Device to remain current to the Service. You are not responsible for any damage to the Device or the data within.

Permitted anytimeBanking and anytimeMobile Transfers. I may use the Service to transfer funds between my eligible LAFFCU accounts.

I must have sufficient funds available in the selected accounts at the time the transfer is received, including available overdraft protection (if applicable). You may process transfers that exceed my available balance at your sole discretion. Applicable fees may apply as permitted by law.

Federal Regulations limit the number of transfers allowed from a savings or money market account per month. anytimeBanking and anytimeMobile transfers count towards this limit. Each transfer from a savings or money market account using anytimeBanking or anytimeMobile is counted as one of the six limited transactions permitted each month. You may also limit the type, frequency, and amount of transfers for security purposes and may change or impose the limits without notice, at your option as permitted by Law. I agree to confirm the completion of each transfer in my account balance and transaction history before withdrawing transferred funds.

My Responsibilities. I agree to the following by enrolling in anytimeBanking or anytimeMobile or by using the Service:

Account Ownership/Accurate Information. I agree that I am the legal owner of the Accounts and other financial information which may be accessed via anytimeBanking or anytimeMobile. I agree that all information provided to you in connection with anytimeBanking or anytimeMobile is accurate, current, and complete, and that I am required to provide such information to you for the purpose of anytimeBanking or anytimeMobile. I agree I will keep LAFFCU informed on any changes to my email address. I agree not to misrepresent my identity or my account information as well as keeping my account information up to date and accurate. I agree that I am an authorized user of the Device. I am responsible for all transactions I authorize using anytimeBanking or anytimeMobile under this Agreement. If I agree not to provide my username, password, or other login information or password, I am responsible for any transactions they authorize or conduct on any of my Accounts. LAFFCU has the right to rely upon the access of anytimeBanking or anytimeMobile using login information and password as legitimate.

User Security. I agree to take every precaution to ensure the safety, security, and integrity of my account and transactions when using anytimeBanking or anytimeMobile. I agree I will not give out account information, user login or passwords, leave my computer unattended while on anytimeBanking, allow my computer to store my user name and/or password, leave account information in view or range of others, nor will I send any private account information via a public or general email system. I also agree to log out of anytimeBanking completely if I am using a public computer. I agree not to leave my Device unattended while logged into anytimeMobile and to log off immediately at the completion of each access by me. I agree not to provide my username, password, or other login information to any unauthorized person. If I allow access to anytimeBanking or anytimeMobile to an unauthorized user, I will be responsible for any transaction they authorize and you will not be liable for any damages as a result. I agree not to use any personally identifiable information when creating shortcuts to my Account.

You recommend that I change my password regularly and that my passwords do not use passwords that could be easily guessed, such as my birthday, last name, or other information that may be publicly available. You are entitled to act on instructions received under my username. For security purposes, it is recommended that I memorize my password and do not write it down. I am responsible for keeping my password and account information confidential.

The Credit Union will never contact me and ask me to provide my PINs or passwords. If I am contacted by anyone claiming to be a representative of the Credit Union who asks me to provide any PIN or password, I understand that I should not provide my PIN or password and I will contact you at the number below immediately to report the incident.

The Credit Union recommends that I purchase and utilize anti-malware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over my account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

anytimeBanking Number to Call to Report Suspicious Activity. If I notice any suspicious account activity or if I believe that my password may have been lost or stolen, or that someone has transferred or may transfer money from my account without my permission, or if I suspect any fraudulent activity on my account, I will notify you immediately by calling 1.800.894.1200. I may also notify you in writing at LA Financial Federal Credit Union, P.O. Box 6015, Pasadena, CA 91105.

You make no representation that any content or use of anytimeMobile is available in locations outside the United States. Accessing anytimeMobile from locations outside the United States is at my own risk.

User Conduct. I agree not to use anytimeBanking or anytimeMobile or the content or information delivered through anytimeBanking or anytimeMobile in any way that would be considered illegal or violate any law or statute. Harassment or threatening language will result in the closure or suspension of my Account. I also agree not to make commercial use of anytimeBanking or anytimeMobile or resell, lease, rent, or distribute access to anytimeBanking or anytimeMobile.

Indemnification. Unless caused by your intentional misconduct or gross negligence, I agree to indemnify, defend, and hold harmless LA Financial Federal Credit Union, its directors, officers, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorneys’ fees) caused by or arising from third party claims, disputes, action, or allegations of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; my violation or any law or rights of a third party; or my use or use by a third party of anytimeBanking or anytimeMobile.

Termination. LAFFCU reserves the right to terminate anytimeBanking or anytimeMobile, in whole or in part, at any time with or without cause and without prior written notice. I may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. You also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in your sole and absolute discretion including if a security breach has been attempted or has occurred. You may consider repeated incorrect attempts to enter my username or PIN as an indication of an attempted security breach.

Termination of the Service does not affect my obligations under this Agreement in respect to occurrences before termination.

anytimeBillPay Services Agreement. If I enroll for the anytimeBillPay Service through your website, the following additional terms and conditions apply in addition to the other terms and conditions in this Disclosure and Agreement that are applicable to the anytimeBillPay Service:

All payments made through the anytimeBillPay Service will be deducted from my designated checking account. Any payee I wish to pay through the anytimeBillPay Service must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you and the account I am paying must be in my name. I may not use the anytimeBillPay Service to make payments to a federal, state, or local government or tax unit, or to other categories of payees that you may establish from time to time.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by payee). If I do not allow sufficient time, I will assume full responsibility for all late charges, finance charges, or other actions taken by payee.

IMPORTANT: Payment may take up to five (5) business days for each vendor (payee), as they are sent either electronically or by check. The Credit Union is not liable for any service or late charges levied against me. I may make arrangements to pay certain recurring bills from my designated checking account.

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

You will overdraft from my personal line of credit account, Savings, or Checking Account(s) according to the instructions I have given you if there are not sufficient funds in the designated checking account.

A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. You will overdraft from my personal line of credit account, Savings, or Checking Account(s) according to the instructions I have given you if there are not sufficient funds in the designated checking account.

The Credit Union will also not make commercially available funds for any transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through the anytimeBillPay Service. Insufficient available funds will prevent you from making more payments until resolved. I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.
You may charge my designated checking account on the day that a check or other transaction is presented to you directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date.

Under some circumstances, I may stop or modify some authorized payments. Payments designated as "today" transactions cannot be stopped, canceled, or changed once my anytimeBillPay session is terminated. In order to request a stop payment or change a anytimeBillPay transaction, I must contact the anytimeBillPay Service Provider at (800) 894-1200.

If I wish to cancel my anytimeBillPay Service feature, I must cancel any outstanding pending payments and delete my payees.

I will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees.

This Agreement, any user’s manual, and the applicable fees and charges may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment through the anytimeBillPay Service. My use of the anytimeBillPay Service feature following the receipt of such notice constitutes acceptance of such amendment.

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

If I requested that you issue me an ATM Card or VISA Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the PLUS® and belonging to the CO-OP® Shared Network System of ATMs or activated a VISA Card to obtain advances at ATMs bearing the VISA® logo, then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN), which you will provide to me.

**Types of Available Transactions and Limits on Transactions.** The types of currently available transactions are listed below. Transaction types and services may be limited on certain ATMs on the systems that are not owned by you (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

**Account Access.** The ATM services that you make available to me are:

1. Deposits to my savings account(s) and checking account(s) at your proprietary ATM(s) and designated CO-OP Network ATMs;
2. Withdrawals from my savings account(s) and checking account(s) at your proprietary ATM(s) or PLUS®, or CO-OP® ATMs;
3. Transfers from my savings account(s) and money market account(s) to my checking account within the same account number at your proprietary ATM(s) (and some shared network ATMs);
4. Loan payments made by cash, check, or by transfer of funds from my savings account(s) or checking account(s) at your proprietary ATM(s) (and some shared network ATMs);
5. Advances on my personal line of credit account at your proprietary ATM(s) only;
6. Balance inquiries at your proprietary ATM(s) and other Shared Network ATMs;

You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the PLUS®, and CO-OP® Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems that are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

**Transaction Processing Times.** Transactions, including deposits, performed at your proprietary ATMs are processed on the same business day if they are completed before 12:00 noon at your off-site ATMs or 2:30 p.m. P.S.T., at your Branch ATMs, Monday through Friday. 2:30 p.m. Mountain Time for Arizona ATMs during Daylight Savings Time, and 3:30 p.m. Mountain Time during the rest of the year.

Transactions completed after that time or on Saturdays, Sundays, or holidays may be processed on the first business day following the transaction date.

**Balance Inquiries.** Balance information available through the ATM may not be accurate because the balance information may not reflect transactions that occurred within the past 72 hours. For accurate balance information, contact the Credit Union at (800) 894-1200.

**ATM Fees.** You may charge an ATM Foreign Transaction Fee for any transactions at ATMs not owned by you or the CO-OP® Network. In addition, when I use an ATM not owned by you, I may be charged a fee by the ATM operator and/or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer).

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

1. Withdrawals from most ATMs are limited to a maximum of $500 per transaction and $500 per day. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, in your sole discretion.
2. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally $20.00.
3. For security reasons, in the event my ATM Card, VISA Debit Card, or VISA Credit Card or the PIN is lost or stolen, there may be restrictions on transactions I can make on the ATM System.

**Overdraft to Line of Credit.** I understand that if I have an overdraft line of credit in conjunction with my checking account, then I may use that line of credit to fund any overdraft on my checking account, including overdrafts caused by ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or VISA Debit Card to overdraft my savings account(s), checking account(s), or personal line of credit, if applicable. However, if I do overdraft, I authorize you to cover the overdraft in accordance with the instructions I have given you (if any). Overdrafts that cannot be honored are payable on demand and may result in termination of my account(s).

**My ATM Card and/or VISA Debit Card.** Both an ATM Card and/or VISA Debit Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

1. I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN;
4. IF I AUTHORIZER YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

**Safety at the ATM.** I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: avoid ATMs that are obstructed from view or until at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors, roll up all but the driver’s window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well-pooled and well-lit. I should report any incident to the police as soon as possible.

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

**Ownership of an ATM Card or VISA Debit Card.** The Card(s) remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify, or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

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

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

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

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

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

Limitations on Frequency and Dollar Amounts of Transactions. I may make cash advances and purchases only to the extent that I have available funds in my designated checking account plus available funds in my designated overdraft sources. Purchase transactions with a Visa Debit Card are limited to $5,000.00 each 24-hours. For security reasons, there may be limits on the number of these transactions that may be authorized.

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

Foreign Transactions (VISA Debit Cards). Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the Visa operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus a Foreign Transactions Fee of one percent (1.00%) of the transaction. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the account. When a credit to the account does not fully offset a charge to the account due to changes in the rate, I am responsible for the difference.

Purchases, cash advances, and credits in U.S. dollars made outside the United States may be charged a Multiple Currency Fee of point eight percent (0.8%) of the transaction.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If I have authorized a one-time transfer of funds from my account via automated clearing house (ACH) where I have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to me:

Types of Available Transactions. I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills. I may also authorize a merchant or other payee to debit my checking account for returned check fees or returned debit entry fees. I may make such a payment via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee’s financial institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access. Electronic Check Transactions may be made from my checking account only.

Limitations on Dollar Amounts of Transactions. I may make Electronic Check Transactions only to the extent that I have available clear funds in my checking account plus available funds in my designated overdraft sources.

Overdraft to Line of Credit. I understand that if I have an overdraft line of credit account in conjunction with my checking account, then I may use that line of credit to fund any overdraft on my checking account, including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraft my checking account or my line of credit, if applicable. However, if I do overdraft, I authorize you to cover the overdraft on my checking account by making a cash advance from my line of credit account, if any, or withdraw funds from my savings account(s) or make a withdrawal from other accounts on which I am a joint owner.

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

Remotely-Created Checks. If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my accounts. If I deposit a remotely-created check into any of my accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check, which I have deposited into my account, is returned by the drawee-payer bank for any reason, I agree that you may debit my account for the amount of the item, plus any applicable fees. If the debit causes my account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Disclosure and Agreement, the term “remotely-created check” means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, “TOUCHTELLER” ELECTRONIC TELEPHONE BANKING TRANSACTIONS, ANYTIMEBANKING TRANSACTIONS, ANYTIMEBILLPAY, AND ELECTRONIC CHECK TRANSACTIONS

Right to Receive Documentation of Transactions.

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

(2) Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using an Electronic Check Transaction, the ATMs, POS terminals, “TouchTeller” Electronic Telephone Banking System, anytimeBanking, or anytimeBillPay Service, which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.

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

Regulation “D” Restrictions on Electronic Funds Transfers. Any combination of pre-authorized, automatic, or telephone withdrawals or transfers from savings accounts and money market accounts are limited to no more than six (6) transfers in each statement period.

However, I may make an unlimited number of withdrawals from or transfers among my own savings accounts or money market accounts by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts or money market accounts through the Credit Union’s “TouchTeller” Electronic Telephone Banking System, anytimeBanking System, or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

Verification. All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, “TouchTeller” Electronic Telephone Banking System, anytimeBanking, or other electronic transaction contemplated hereunder which would otherwise require my “wet” signature, or other authorization, shall be valid and effective as if “wet” signed by me when accomplished by use of an Electronic Check Transaction, Card(s), and/or PIN(s) or as otherwise authorized under this Disclosure and Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your “Delayed Funds Availability Policy.” Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number, and where I want my deposit to