Online Banking, Mobile Banking, & Mobile Deposit Agreement & Disclosure

Effective 12/01/18

The Electronic Signature in Global and National Commerce Act (E-SIGN) requires your approval before we can provide disclosures to you electronically. This agreement governs Electronic Access to services provided by LA Financial Credit Union and Havasu Community Credit Union (“Credit Union”) through its website at www.lafinancial.org (“Website”), including Online Banking and any additional online or other electronic services including, but not limited to: Electronic Statements, Bill Payment, Electronic Account Notifications, Mobile Banking, and Mobile Deposit, that Credit Union currently makes or in the future may make available via Electronic Access, and which you currently use or in the future may access or otherwise use (an “Electronic Service” or “Service”). In order to access an Electronic Service, you may be required to request each service individually by agreeing to the terms and conditions of the separate agreement pertaining to such service. However, the terms of this Agreement control all aspects of your obtaining Electronic Services, including, among other things 1) use of your “Electronic Signature” with respect to all Electronic Services and the agreements relating to such services; 2) your consent to receive/obtain Services via Electronic Access; and 3) restriction or revocation of receiving/obtaining Services via Electronic Access.

Please read this Agreement and Disclosure carefully. You can save or print a copy for your records by accessing it at https://www.lafinancial.org/forms-disclosures/

Terms

This Agreement and Disclosure (“Agreement”) is the contract which covers your and our rights and responsibilities concerning your use of all Electronic Services offered by Credit Union. These Electronic Services may permit you to, among other things, electronically open a deposit account online, initiate account transactions involving your accounts, and communicate with and receive disclosures and records regarding your account. In this Agreement, the words “you,” “your,” and “yours” mean the person electronically signing this agreement below and any joint account owners, any person authorized to use Electronic Services, and/or any authorized person who uses the Electronic Services. The words “we,” “us,” and “our” mean the Credit Union.

Electronic Signatures

You consent and agree that your use of a key pad, mouse, or other device to select an item, button, icon, or similar act/action or to otherwise provide Credit Union instructions via Electronic Access, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions constitutes your signature, acceptance, and agreement as if actually signed by you in writing (your “Electronic Signature”). You also agree that no certification authority or other third party verification is necessary to validate your Electronic Signature and the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and the Credit Union. You represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You understand and agree that your Electronic Signature executed in conjunction with any transaction, including, but not limited to, the electronic submission of any applications or forms, shall be binding and such transaction shall be considered authorized by you.

Consent to Electronic Delivery

You specifically agree to receive and/or obtain any and all “Electronic Notices” via Electronic Access. You acknowledge that for your records, you are allowed to use Electronic Access to retain a record by printing and/or downloading and saving the following: 1) this Agreement; 2) all Electronic Notice communications; and 3) any other Agreements, documents, or records that you sign using your Electronic Signature. You accept as reasonable and proper notice for the purpose of any and all laws, rules, and regulations, Electronic Notices via Electronic Access and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

Definitions

“Account(s)” means your eligible Credit Union savings, checking, money market, term share certificate(s), or loan account(s), or other product information that can be accessed through Online Banking, Mobile Banking, Mobile Deposit, or External Transfer.

“Access code(s)” means individually or collectively your login ID, password, and/or secure access code to access your account(s) through online banking or mobile banking.

“Agreement” means this Online Banking, Mobile Banking, and Mobile Deposit Agreement and Disclosure.

“Device” means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.
“Electronic Notices” means, but is not limited to, current and future notices, account agreements and disclosures, and change in terms notices that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data records, and any other communications regarding your account or relationship with Credit Union, that Credit Union elects to provide via Electronic Access.

“Electronic Service” or “Electronic Service(s)” means, but is not limited to, current and future services provided by Credit Union via electronic access, such as Online Banking, Mobile Banking, Mobile Deposit, External Transfer, or People Pay services described in this Agreement.

“Electronic Signature” means, your use of a key pad, mouse, or other device to select an item, button, icon, or similar act/action or to provide instructions via Electronic Access, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions constitutes your signature, acceptance, and agreement as if actually signed by you in writing.

“Mobile Banking” means accessing Online Banking for banking services through the use of a Device.

“Mobile Deposit” means the service that allows you to make check deposits to your Credit Union savings, checking, and/or money market accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to Credit Union or Credit Union’s designated third party service provider.

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

“Website” means Credit Union’s website: www.lafinancial.org.

“We,” “Us,” “Credit Union,” “LAFFCU,” “LA Financial Credit Union,” and “Havasu Community Credit Union” means LA Financial Federal Credit Union.

“You” and “Your(s)” means each person with authorized access to your Account(s) through the Services.

Agreement

This Agreement contains the terms that govern your use of the Service(s). You may use the Service(s) to access your Account(s) through the Internet or Device. By using any of the Services to access an Account, you are agreeing to the terms of this Agreement which supplements the terms and agreements of your Account(s), which you have previously been provided or to which you have previously agreed.

Your Account(s) will continue to be subject to the agreements otherwise governing them, unless otherwise noted in this Agreement. Additionally, each Account will be subject to the following:

• Additional terms or instructions appearing on a screen when using the Services;

• Credit Union rules, procedures, and policies applicable to each Account;

• The rules and regulations of any funds transfer system used in connection with the Services and all applicable state and federal laws and regulations.

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

Account Access

You may access your Account(s) through the Service(s) to obtain balances, transaction history, other information and perform the transactions described herein. All Accounts will be linked by the means of the Member Number.

Your Account(s) or any other access device or method (including the Services) may not be used for any illegal activity or transaction. You understand that you may not utilize your Account(s) or the Service(s) 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, casino gaming chips, or off-track betting or wagering. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Acceptable Use

As a condition of using the Service, you understand and agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited
from using the Service for communications or activities that: a) violate any law, statute, ordinance, or regulation, b) payments related to illegal gambling, illegal gaming and/or illegal activity with an entry fee or a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill, or sweepsstakes; c) promote hate, violence, racial intolerance, or the commission of a crime; d) defame, abuse, harass, or threaten others; e) include any language that is bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; f) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; g) impose any unreasonable or disproportionately large load on our infrastructure; h) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; i) constitute use of any robot, spider, other automatic device or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; j) constitute use of any device, software, or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or k) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. You understand and agree that you will be bound by and comply with the requirements of applicable state and federal laws and regulations and the rules and regulations that govern applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association (“NACHA”).

Equipment and Software

To receive the applicable disclosures electronically, you must have a computing device capable of running current and prior major releases of Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, or Apple Safari (Apple devices only). Beta versions are not supported. In addition, you must have PDF viewing software installed and able to operate as a plugin to a supported browser. You will also need access to the internet with an email address and the capability of receiving downloads of up to 5MB.

If there is a change in the hardware/software requirements associated with this Service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to ensure your personal computer, Device, and related equipment are compatible with and capable of operating in a manner that allows you to utilize the Service and receive Electronic Notices. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you.

The Credit Union does not guarantee that your Computer, Device, or mobile phone service provider will be compatible with the Service(s). Computers, mobile phones, and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Computer, Device(s), and mobile phone are protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as “viruses”) which could result in damage to programs, files, and/or your phone or other Computers and/or Devices which could result in information being intercepted by a third party. THE CREDIT UNION WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM YOUR USE OF THE SERVICES OR FROM SUCH VIRUSES. The Credit Union will also not be responsible if any non-public personal information is accessed via the Service(s) due to any of the above named or any other viruses residing or being contracted by your Computer, Device(s), or mobile phone at any time or from any source.

The Credit Union is not responsible for errors or delays or your inability to access the Service(s) caused by your Computer, Device, or mobile phone. We are not responsible for the cost of upgrading your Computer, Device, or mobile phone to remain current with the Service(s). We are not responsible for any damage to your Computer, Device, mobile phone, or the data within.

Requesting Paper Version of Electronic Notices Communications

You may request a paper version of an Electronic Notices communication. You acknowledge that Credit Union reserves the right, at its discretion, to charge you a reasonable fee as may be specified in the Schedule of Fees and Charges that is in effect at the time of your request for delivering an Electronic Notices communication in paper form or by any form other than Electronic Access. To request a paper version of an Electronic Notices communication, contact the Credit Union by one of the following options:

EMAIL: via secure Message in Online banking
Call us at: 800-894-1200 during normal business hours
Write to: LA Financial Credit Union
P.O. Box 6015
Pasadena, CA 91102-6015
Fax to: (626) 844-8163

Updating Your Personal Information

Your email address is required in order for you to obtain Electronic Notices. The Credit Union may notify you through email when an Electronic Notice communication or updated agreement pertaining to Electronic Services is available. It is your responsibility, however, to use Electronic Access regularly to check for updates to Electronic Notices and also to check for updates to this Agreement and any other agreement for Electronic Notices to which you are a party. To ensure that you continue to receive any such email notice pertaining to Electronic Notices or an agreement pertaining to Electronic Services, you agree to keep Credit Union informed of any changes in your email address. You may modify your email notification address by accessing Profile and Settings, Manage Contact Info within Credit Union’s Online Banking service which is accessible via Credit Union’s website at www.lafincial.org
Right to Withdraw Consent

You have the right to withdraw your consent to receive/obtain Electronic Notices via Electronic Access at any time. You acknowledge that if you restrict or revoke your consent to receive/obtain Electronic Notices via Electronic Access, the Credit Union reserves the right, at its discretion, to charge you a reasonable fee as may be specified in the Schedule of Fees and Charges that is in effect at the time of your request. You also acknowledge that the Credit Union reserves the right to restrict your use of or to terminate your access to any or all Electronic Services if you withdraw your consent to receive/obtain Electronic Notices via Electronic Access. If we send you an email notification and it is returned to us as undeliverable, the Credit Union will presume that you have revoked your consent to receive/obtain Electronic Notices via Electronic Services may be discontinued. If you wish to expressly withdraw your consent, you must contact Credit Union by one of the following options:

EMAIL: via secure Message in Online banking
Call us at: 800-894-1200 during normal business hours
Write to: LA Financial Credit Union
P.O. Box 6015
Pasadena, CA 91102-6015
Fax to: (626) 844-8163

Business Days
The Credit Union business days are Monday – Friday, excluding Federal Reserve holidays. Our holiday schedule can be viewed on our website, www.lafinancial.org.

Confidentiality
We will abide with the Credit Union’s Privacy Policy in all transactions with you. We may disclose information to third parties about your Account or transfers you make in accordance with applicable law and under the circumstances listed in our Electronic Services Disclosure. Our Privacy Policy and Electronic Services Disclosure can be viewed on our website, www.lafinancial.org/forms-disclosures.

Changes
Except as otherwise required by law, rule, or regulation, we may add to, modify, delete from, or change the terms of this Agreement from time to time or at any time. When changes are made, you will receive written notice, at least thirty (30) days prior to the effective date of the change(s), if the change would result in: (1) increased fees; (2) increased liability for you; (3) fewer types of available electronic fund transfers; or (4) stricter limitations on the frequency or dollar amount of transfers. For other types of changes, we are not required to give prior notice, but we will provide written notice of the changes no later than the effective date. We are also not required to give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system as determined in our sole discretion unless otherwise set forth in applicable law. If we make such a change permanent and disclosure would not jeopardize the security of the Account or system, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. You may choose to accept or decline changes by continuing or discontinuing the use of the Services. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable Account.

Fees
See the Schedule of Fees and Charges located at the Credit Union’s website: www.lafinancial.org/Schedule of Fees. There are no monthly fees for accessing Online Banking, Mobile Banking, or Mobile Deposit.

Other fees may be assessed and billed separately by your Internet Service provider, Device provider, or mobile phone service provider. All telephone or wireless charges associated with your use of the Service(s) are your responsibility. All other fees which have been separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to your use of the Service(s).

Governing Law
This agreement is governed by federal laws and regulations and by the laws and regulations of the State of California. Any disputes regarding this Agreement shall be subject to the jurisdiction of a court in the County of Los Angeles, CA.

Enforcement
You are liable to us for any losses, costs, or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any losses, costs, or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney’s fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection action.

ONLINE BANKING AGREEMENT AND DISCLOSURE
This Agreement and Disclosure ("Agreement") establishes the terms and conditions regarding your electronic access to your account(s) at LA Financial Credit Union through Online Banking. You are bound by this Agreement when you enroll in Online Banking. You also accept all of the terms and conditions of this Agreement by clicking "I Accept" below or by using Online Banking.

Please read this Agreement and Disclosure carefully. You can save or print a copy for your records by accessing it at www.lafinancial.org/forms-disclosures

For purposes of this Agreement, the terms "we," "us," "our," and "Credit Union" refers to LA Financial Credit Union and Havasu Community Credit Union. "You," "your," and "yours" refers to the Credit Union member, joint account owner, or anyone authorized to access or use the account. “Account” means any one or more share or loan accounts you have with the Credit Union.

This Agreement explains and describes the types of Electronic Funds Transfers which are available to you within Online Banking. This Agreement also contains your rights and responsibilities concerning transactions that you make through Online Banking, including your rights under the Electronic Funds Transfer Act. The terms and conditions of the Credit Union Account Agreement and Truth in Savings Disclosure ("Account Agreement"), Electronic Services Disclosure and Agreement, and any other applicable agreements and disclosures supplement this Agreement and are incorporated herein by this reference. In the event a conflict between this Agreement and any other agreement or disclosure, this Agreement shall control.

Access to Online Banking

Online Banking is available for your savings account(s) and money market account(s) (IRA accounts are balance inquiry only), checking account(s), and personal line of credit accounts and loan account(s) using your Online Banking User ID and Password. Your User ID and Password are confidential and should NOT be disclosed to others. Your Username must NOT be the same as your account number or password. The User ID must be between 8 and 20 characters, must start with a letter and may only contain numbers and letters. You are responsible for the proper safekeeping of your User ID and Password. If you authorize anyone to use your User ID and Password that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying the Credit Union and creating a new Username and Password. Anyone to whom you give your Username and Password will have full access to your accounts even if you attempt to limit that person’s authority or they are not authorized on all shares or loans on your account. YOU AGREE THAT THE USE OF YOUR USER ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

If you voluntarily subscribe to a third party account aggregation service where you selected Credit Union deposit and/or loan account(s) as well as your accounts at other financial/investment institutions that may be accessed on a website or via a software application, you may be required to give your Username and Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

We recommend that you change your Password regularly. Your Password must contain between 8 and 20 characters, must start with a letter and may only contain numbers and letters. We recommend that you do not use Passwords that could be easily guessed, such as your birthdate, last name, or other information that may be publicly available. The Password is case sensitive and must not be the same as your account number or User ID. We are entitled to act on instructions received under your Password. For security purposes, you must keep your Password, Username, and account information confidential. This means that you should memorize your Password and not write it down. If, through your own negligence or otherwise, you make your Password available to an unauthorized third party, you agree to notify us immediately and you understand and agree that you must change your Online Banking Password immediately to prevent transactions on your account(s) if anyone not authorized by you has access to your Online Banking Password. In such a case, you understand that we may terminate your access to the Online Banking Service to protect the security of the Online Banking Service and your Account.

The Credit Union will never contact you and ask you to provide your Password. If you are contacted by anyone claiming to be a representative of the Credit Union who asks you to provide any Password, you understand that you should not provide your Password and you should contact us at (800) 894-1200 immediately to report the incident.

The Credit Union recommends that you 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 your 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.

The Credit Union recommends that commercial (business) online banking users should perform an internal banking risk assessment and controls evaluation periodically.

If you forgot your Password, you should first utilize the "Forgot Password" feature available on the Sign In webpage to assist you. If you forgot your Username, or if your Sign In is locked or disabled due to the use of an incorrect Username or Password, contact the Credit Union at (800) 894-1200 during business hours.

If you fail to maintain security of your Username and/or Password and we suffer a loss, we reserve the right to terminate your access to Online Banking under this Agreement. We may also take other actions or seek other remedies available to us in contract, at law, or in equity.

If you utilize the Online Banking Service to access your accounts that are jointly owned, transactions performed on any such account by electronic means where your Online Banking Password is utilized shall be considered authorized by you.
Online Banking can be accessed through the Credit Union’s website at www.lafinancial.org or by using a downloadable application using compatible and supported computer systems. Online Banking is generally available 24 hours a day, 7 days a week, although some or all of the services may not be available occasionally due to emergency or schedule system maintenance.

You may use our online banking system to:

- Transfer funds from your savings, checking, line of credit, and money market account.
- Obtain balance information for your savings, checking, loan, money market, IRA and certificate accounts.
- Make loan payments from your savings, checking, and money market accounts.
- Access available funds on your Personal Line of Credit and Home Equity Line of Credit loans.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.
- Request stop payments on checks.
- Skip A Payment on authorized loans.
- Electronic statement access.
- Send and receive secure messages.
- Create account alerts.
- Access link to order checks.
- Update select member information.
- View transaction history for the past 18 months.
- Transfer funds from your Credit Union account to another Credit Union account.
- Transfer funds between your Credit Union account and accounts you maintain at another financial institution.
- Transfer funds from your Credit Union account to an individual.
- View copies of paid checks.
- View checks deposited via mobile deposit.
- Access links to your credit card account and/or first mortgage loans.

The credit union, at its sole discretion, reserves the right to add or remove available services from time-to-time, and if so, you will be notified.

**Balance Inquiries.** Balance information available through Online Banking may not be accurate because the balance information may not reflect all recent transactions. For accurate balance information, contact the Credit Union at (800) 894-1200.

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

1. Withdrawals, and transfers to other accounts, from your savings account(s), money market account(s), and checking account(s) are not limited in terms of minimum and maximum dollar amounts per transactions, except as outlined in the chart in #2 below. Refer to your loan agreement for minimum or maximum dollar amounts per transfer for your personal line of credit or home equity line of credit. The number of transactions per account, per day, or per month is documented in the chart in #2 below.

2. All withdrawals and transfers from a savings account, money market account, or checking account are limited to the extent of clear funds available in the account at the time of transaction, except as outlined in the chart below. The maximum number of transfers for each type or category of account is set forth in chart below:

<table>
<thead>
<tr>
<th>Funds Transfers (online/mobile/text banking)</th>
<th>Member (18 yrs. of age and over) and Business Accounts</th>
<th>Youth Accounts* (under 18 yrs. of age)</th>
<th>View Only (Coogan, UTMA, Court Order Blocked)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number per acct./per day</td>
<td>6</td>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per day</td>
<td>30</td>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per month</td>
<td>999</td>
<td>180</td>
<td>N/A</td>
</tr>
<tr>
<td>Bill Pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per payment to individual</td>
<td>$3,000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Per payment to company</td>
<td>$15,000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>External Transfer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number per acct./per day</td>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per day</td>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per month</td>
<td>6</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Per payment or transfer</td>
<td>$2,500</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>People Pay (P2P)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per transfer to a person</td>
<td>$500</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Upon reaching the age of 18, Youth accountholders must contact the credit union for instructions on transitioning account from a Youth Account to a standard Member Account.
For security reasons, a secure access code (SAC) may be required to authenticate your transaction. If required, you will be prompted to receive an SAC code using the method stated in your profile (i.e. text message, email, or phone call), and will be required to enter the SAC code to validate the pending transaction. You can view pending transactions in the Online Activity portal in Online Banking. An SAC code is generally required when the transaction amount exceeds the amounts stated in the chart below:

<table>
<thead>
<tr>
<th>Secure Access Code (SAC) Limit</th>
<th>Member (18 yrs. of age and over) and Business Accounts</th>
<th>Youth Accounts (under 18 yrs. of age)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online/Mobile transaction amount</td>
<td>$10,000 or more</td>
<td>$2,500 or more</td>
</tr>
<tr>
<td>External transfer transaction amount</td>
<td>$1,000 or more</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

(4) Transfer requests from an account at the Credit Union may only be transmitted to your account, or the account of another person, at another U.S. financial institution.

(5) There is no charge for Online Banking.

Limitations on Transfers

Federal regulations restrict the number of transfers and/or withdrawals members may make from their savings or Money Market accounts by phone, through an audio response system (Touch Teller), Online Banking, or automatic overdraft protection. This regulation affects savings and Money Market accounts but does not apply to checking accounts. During any statement period, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. If you exceed the transfer limitations in any statement period, your savings or money market account may be subject to a fee or account closure.

We will not be required to complete a transfer or withdrawal from your account(s) if you do not have sufficient funds in the designated account(s). You agree to not use Online Banking to initiate a transaction that would cause the balance in the designated account(s) to go below zero. If you have a Personal Line of Credit loan or Home Equity Line of Credit loan, you agree not to use Online Banking to initiate a transaction that would cause the outstanding balance of your Personal Line of Credit loan or Home Equity Line of Credit loan to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request.

Fees for Online Banking

Currently, there are no monthly service fees for using Online Banking. However, the Credit Union reserves the right to implement a fee in the future. The Credit Union will notify you of any changes to the Schedule of Fees and Charges as required by law. If at that time, you choose to discontinue using Online Banking, you must notify us in writing.

Periodic Statements

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. If you do not initiate electronic transactions from your account, you will receive account statements at least quarterly.

Information About Your Designated Accounts

You authorize us to obtain any information deemed necessary to process your request for access to Online Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- When it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.
- If you give us written permission.

Authorization. You authorize us to charge your designated account(s) for any transactions accomplished through the use of the Service, including the amount of any recurring payment that you make, and all charges as shown in the Schedule of Fees and Charges associated with the Service. You authorize us to transfer funds electronically between your designated account(s) according to instructions initiated through Online Banking using your Username and Password.

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

Minimum System Requirements. In order to conduct transactions through our Online Banking Service, your computer must satisfy the minimum system requirements:
• PC or Mac® with at least a 1-GHz processor and 1 GB of RAM.
• Cable, Digital Subscriber Line (DSL), or Integrated Services for Digital Network (ISDN) Internet connection. (Dial-up connections are not supported.)
• For personal computers (PC), current or prior major releases of Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, or Microsoft Edge.
• For Mac computers, current or prior major releases of Google Chrome, Safari, or Mozilla Firefox.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about the Services, telephone us at the following number or send us a written notice to the following address as soon as you can if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appears.

EMAIL: via secure Message in Online Banking

Call us at: (800) 894-1200

Write to:

LA Financial Credit Union
PO Box 6015
Pasadena, Ca 91102-6015

Fax to: (626) 844-8163

You must:

• Tell us your name and account number
• Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
• 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 determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

We will tell you if we are reversing a provisional credit. If we reverse a provisional credit, we will pay all items that overdraw your account for five (5) business days after we send you the notice without imposing an Overdraft Fee. However, we can charge an Overdraft Fee for any item that overdraws your account by more than the amount of provisional credit. And after the five-day period, we will charge an Overdraft Fee on all overdrafts, as listed in our Schedule of Fees and Charges. You agree to immediately restore any amounts by which your account is overdrawn upon our written demand.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You are responsible for all transactions you authorize using Online Banking Services. If you permit someone else to use your Online Banking password, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your password has been lost or stolen using any of these contact options if you believe someone has used your password or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission:

EMAIL: via secure Message in Online Banking

Call us at: (800) 894-1200
Write to us at:

LA Financial Credit Union  
PO Box 6015  
Pasadena, CA 91102-6015

Fax to: (626) 844-8163.

Telephoning is the best way of keeping your possible losses down, but a written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum discretionary overdraft privilege, or overdraft protection from your savings account, money market account, or line of credit loan). However, if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than $50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE, if you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days. If we can prove that we could have stopped someone from making the transfers if you had told us in time.

If a good reason (such as a hospital stay) prevented you from telling us, we will extend the period.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:

• Through no fault of ours, there is not enough money in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.

• You used your password in an incorrect manner.

• Circumstances beyond our control (such as, but not limited to, fire, flood, or power failures) prevent the transaction.

• The money in your account is subject to legal process or other claim or other circumstances restriction such transaction or payment.

• Funds in your account are pledged as collateral or frozen because of a delinquent loan.

• The telephone or computer equipment you use to conduct online banking transactions or our Online Banking System was not working properly and you knew or should have known about the breakdown when you started the transaction.

• Your password was reported lost or stolen or repeatedly entered incorrectly.

• We have received incorrect or incomplete information from you or from third parties (e.g., the U. S. Treasury, an automated clearing house, or a terminal owner).

• Our failure to complete the transaction was done to protect the security of your account and/or the Online Banking System.

• Any other exceptions as established by the Credit Union.

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

Our Liability for Failure to Stop Payment. If you order us to stop one of your preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the
extent provided by law. You agree to pay us a Stop Payment Fee in accordance with our Schedule of Fees and Charges for each stop payment order you give.

No Warranties. YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR OR THE CREDIT UNION’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. We may change the terms and charges for the services indicated in this Agreement and may amend, modify, add to, or delete from this Agreement from time to time. If you have an account with us through which electronic transactions are being processed, you 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 and you will be deemed to have accepted such changes unless you cease utilizing your Online Banking Services subsequent to receiving such notice and before the effective date of such changes.

Termination. You may cancel your access to and use of the Services by calling us at (800) 894-1200. We reserve the right to terminate Online Banking, in whole or in part, at any time with or without cause and without prior written notice as allowed by law. In the event you provide a termination notice to us, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion, including if a security breach has been attempted or has occurred or otherwise if we deem it necessary to restore or preserve the security of your Account or the Service. We may consider repeated incorrect attempts to enter your Username or Password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

MOBILE BANKING AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") establishes the terms and conditions regarding your electronic access to your account(s) at LA Financial Credit Union through Mobile Banking. You are bound by this Agreement and accepted all the terms and conditions of the Agreement when you enrolled in Online Banking.

Mobile Banking is a personal financial information management system that allows you to view balance information and account histories, receive account information, and make transfers between your accounts at the Credit Union using a downloadable application on your Device. We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Services. You agree and understand that the Services may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. When you register for the Services, the accounts you designate will be accessible to you through your Device.

Mobile Banking is available for your savings account(s) and money market account(s) (IRA accounts are balance inquiry only), checking account(s), and personal line of credit accounts and loan account(s) using your Mobile Banking Password. Your Password is confidential and should not be disclosed to others. You are responsible for the proper safekeeping of your Password. If you authorize anyone to use your Password, that authority shall continue until you specifically revoke such authority by changing your Password or by notifying the Credit Union and creating a new Password. Anyone to whom you give your Password will have full access to your accounts even if you attempt to limit that person’s authority or they are not authorized on all shares or loans on your account. YOU AGREE THAT THE USE OF YOUR PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

If you voluntarily subscribe to a third party account aggregation service where you selected Credit Union deposit and/or loan account(s) as well as your accounts at other financial/investment institutions that may be accessed on a website or via a software application, you may be required to give your Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union.

We recommend that you change your Password regularly. Your Password must contain between 8 and 20 characters, must start with a letter and may only contain numbers and letters. We recommend that you do not use Passwords that could be easily guessed, such as your birthdate, last name, or other information that may be publicly available. The Password is case sensitive. We are entitled to act on instructions received under your Password. For security purposes, you must keep your Password and account information confidential. This means that you should memorize your Password and not write it down. If, through your own negligence or otherwise, you make your Password available to an unauthorized third party, you agree to notify us immediately and you understand and agree that you must change your Password immediately to prevent transactions on your account(s) if anyone not authorized by you has access to your Password. In such a case, you understand that we may terminate your access to Mobile Banking to protect the security of Mobile Banking and your account.

The Credit Union will never contact you and ask you to provide your Password. If you are contacted by anyone claiming to be a representative of the Credit Union who asks you to provide any Password, you understand that you should not provide your Password and you should contact us at (800) 894-1200 immediately to report the incident.
The Credit Union recommends that you 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 your 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.

The Credit Union recommends that commercial (business) online banking users should perform an internal banking risk assessment and controls evaluation periodically.

If you forgot your Password, you should first utilize the "Forgot Password" feature available on the Sign In webpage to assist you. If your Sign In is locked or disabled due to the use of an incorrect Password, contact the Credit Union at (800) 894-1200 during business hours.

If you fail to maintain security of your Password and we suffer a loss, we reserve the right to terminate your access to Mobile Banking under this Agreement. We may also take other actions or seek other remedies available to us in contract, at law, or in equity.

If you utilize the Mobile Banking Service to access your accounts that are jointly owned, transactions performed on any such account by electronic means where your Password is utilized shall be considered authorized by you.

Mobile Banking can be accessed through the Credit Union’s website at www.lafinancial.org or by using a downloadable application using compatible and supported mobile phones and/or other compatible and supported wireless devices (collectively, including phones, “Devices”). Mobile Banking is generally available 24 hours a day, 7 days a week, although some or all of the services may not be available occasionally due to emergency or scheduled system maintenance.

Use of Services
You accept full responsibility for making sure that you understand how to access and use the Services before you actually do so and for using the Service in accordance with the online instructions posted on our website. You also accept full responsibility for making sure that you know how to properly use your Device and the software (“Software”) that enables you to access and use the Services. Regardless of any changes we may make in accessing or using the Services, you are responsible for making sure that you understand how to access and use them. We will not be liable to you for any losses, costs, or damages caused by your failure to properly access or use the Services or your Device.

Relationships to Other Agreements
You agree that the Mobile Banking Service is subject to the terms and conditions of all of your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Sprint, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements, except in the event of a conflict with any other agreement with us in which case this Agreement shall control. The accounts you access using the Services are subject to the terms and conditions of your Account Agreement and our Online Banking Agreement to the extent that they are applicable and do not conflict with these Mobile Banking terms and conditions. You understand that those agreements may provide for fees, limitations, and restrictions which might impact you use of the Services (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of the Services, including while downloading the Software, receiving or sending text message as part of the Services, or other use of your Device when using the Software to access and use the Service), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services and that any issues that arise regarding such products and services will be resolved with the provider and carrier. You agree that we shall not be liable or responsible for resolving any such provider or carrier issues, nor for any associated costs, losses, or damages. You also agree that if you have any problems with the Services themselves, you will contact us directly.

Mobile Banking Software License
You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub-licensable and non-assignable license (“License”) to download, install, and use the Software on your Device within the United States and its territories. In the event that you obtain a new or different Device, you will be required to download and install the Software to that new or different Device. This License shall be deemed revoked immediately upon (i) your termination of this Agreement in accordance with its provisions; (ii) your deletion of the Software from your Device; or (iii) our written notice to you of termination at any time which we may give with our without cause. If this License is revoked for any reason, you agree to promptly delete the Software from your Device. The provisions of the Obligations and Provisions below shall survive revocation of the License and/or termination of this Agreement.

Account Access. Mobile Banking is available for your savings account(s) and money market account(s) (IRA accounts are balance inquiry only), checking account(s), and personal line of credit accounts and loan account(s) using your Mobile Banking Password.

You may use our Mobile Banking Service to:

• Transfer funds from your savings, checking, line of credit, and money market accounts.
• Obtain balance information for your savings, checking, loan, money market, IRA, and certificate accounts.
• Make loan payments from your savings, checking, and money market accounts.
• Access available funds on your Personal Line of Credit and Home Equity Line of Credit loans.
• Determine if a particular item has cleared.
• Verify the last date and amount of your payroll deposit.
• Make bill payments to preauthorized creditors.
• Request stop payments on checks.
• Skip A Payment on authorized loans.
• Access electronic statements.
• Send and receive secure messages.
• Create account alerts.
• Access link to order checks.
• Update select member information.
• View transaction history for the past 18 months.
• Transfer funds from your Credit Union account to another Credit Union account.
• Transfer funds between your Credit Union account and accounts you maintain at another financial institution.
• View copies of paid checks.
• View checks deposited via mobile deposit.
• Access links to your credit card account and or first mortgage loans.

The credit union, at its sole discretion, reserves the right to add or remove available services from time-to-time, and if so, you will be notified.

Balance Inquiries. Balance information available through Mobile Banking may not be accurate because the balance information may not reflect all recent transactions. For accurate balance information, contact the Credit Union at (800) 894-1200.

Limitations on Frequency and Dollar Amount of Transactions.

(1) Withdrawals, and transfers to other accounts, from your savings account(s), money market account(s), and checking account(s) are not limited in terms of minimum and maximum dollar amounts per transactions, except as outlined in the chart in #2 below. Refer to your loan agreement for minimum or maximum dollar amounts per transfer for your personal line of credit or home equity line of credit. The number of transactions per account, per day, or per month is documented in the chart in #2 below.

(2) All withdrawals and transfers from a savings account, money market account, or checking account are limited to the extent of clear funds available in the account at the time of transaction, except as outlined in the chart below. The maximum number of transfers for each type or category of account is set forth in chart below:

<table>
<thead>
<tr>
<th>Funds Transfers (online/mobile/text banking)</th>
<th>Member (18 yrs. of age and over) and Business Accounts</th>
<th>Youth Accounts* (under 18 yrs. of age)</th>
<th>View Only (Coogan, UTMA, Court Order Blocked)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number per acct./per day</td>
<td>6</td>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per day</td>
<td>30</td>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per month</td>
<td>999</td>
<td>180</td>
<td>N/A</td>
</tr>
<tr>
<td>Bill Pay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per payment to individual</td>
<td>$3,000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Per payment to company</td>
<td>$15,000</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>External Transfer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number per acct./per day</td>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per day</td>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total per month</td>
<td>6</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Per payment or transfer</td>
<td>$2,500</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>People Pay (P2P)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per transfer to a person</td>
<td>$500</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

*Upon reaching the age of 18, Youth accountholders must contact the credit union for instructions on transitioning account from a Youth Account to a standard Member Account.

For security reasons, a secure access code (SAC) may be required to authenticate your transaction. If required, you will be prompted to receive an SAC code using the method stated in your profile (i.e. text message, email, or phone call), and will be required to enter the SAC code to validate the pending transaction. You can view pending transactions in the Online Activity portal in Online Banking. An SAC code is generally required when the transaction amount exceeds the amounts stated in the chart below:

<table>
<thead>
<tr>
<th>Secure Access Code (SAC) Limit</th>
<th>Member (18 yrs. of age and over) and Business Accounts</th>
<th>Youth Accounts (under 18 yrs. of age)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online/Mobile transaction amount</td>
<td>$10,000 or more</td>
<td>$2,500 or more</td>
</tr>
<tr>
<td>External transfer transact amount</td>
<td>$1,000 or more</td>
<td>N/A</td>
</tr>
</tbody>
</table>
All loan advances are limited to the amount available from your Personal Line of Credit or Home Equity Line of Credit.

Transfer requests from an account at the Credit Union may only be transmitted to your account, or the account of another person, at another U.S. financial institution.

There is no charge for Mobile Banking.

Authorization. You authorize us to charge your designated account(s) for any transactions accomplished through the use of the Service, including the amount of any recurring payment that you make, and all charges as shown in the Schedule of Fees and Charges associated with the Service. You authorize us to transfer funds electronically between your designated account(s) according to instructions initiated through Mobile Banking using your Password.

Your Obligations

When you use your Device to access accounts you designate during the registration process, you agree to the following:

a. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information that may be accessed via use of the Services. You represent and agree that all information that you may provide to us in connection with any one of the Services is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

b. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from the Services or our website content. Further, you agree not to reverse engineer or reverse compile any technology relating to the Services, including but not limited to, any Software or other associated mobile phone applications.

c. User Conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening, or unlawfully harassing; (g) be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Services in such a manner as to gain unauthorized entry or access to the computer system of others.

d. Transfers from Savings or Money Market Accounts. Federal regulations restrict the number of transfers and/or withdrawals members may make from their savings or Money Market accounts by phone, through an audio response system (Touch Teller), Online Banking, or automatic overdraft protection. This regulation affects savings and Money Market accounts but does not apply to checking accounts. During any statement period, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. If you exceed the transfer limitations in any statement period, your savings or money market account may be subject to a fee or account closure.

e. No Commercial Use or Re-sale. You agree that the Services are for personal use only. You agree not to resell or make commercial use of the Services.

f. Indemnification. Unless caused by our intentional misconduct, you agree to protect and fully indemnify us from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your improper access to and/or use of the Services or the Software or your infringement of any intellectual property rights.

g. No Warranties. YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR OR THE CREDIT UNION’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR DEVICE HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

h. User Security. You agree not to give or make available your Mobile Banking Password or other means to access your account or the Services to any unauthorized individual(s). You are responsible for transfers or other transactions you authorized using the Services. If you permit other persons to use your Device and Password or other means to access the
Services, you are responsible for any transactions they authorize. If you allow access to the Service to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. If you believe that your Password, Device, or other means to access your account or the Services has been lost or stolen or that someone may attempt to use the Services without your consent, or has transferred money without your permission, you must notify us promptly by calling (800) 894-1200.

i. Service Charges. Currently, we do not charge separately for the Services; however, you agree to pay related account transaction fees and charges in accordance with our current Schedule of Fees and Charges and as amended from time to time, which may be found on our website at http://www.lafinancial.org/Schedule of Fees. You authorize us to automatically charge your account for all such fees incurred in connection with the Services. In the future, we may add to or enhance the features of the Services. By using such added or enhanced features, you agree to pay for them in accordance with the then current Schedule of Fees and Charges.

Minimum System Requirements. In order to conduct transactions through our Mobile Banking Service, your Device must satisfy the minimum system requirements:

- A valid email address and telephone number are required.
- Current or prior major release of Android or Apple iOS version.
- Mobile connectivity via Wi-Fi or 4G LTE.
- A rear-facing camera (with a minimum resolution of 5 megapixels) if depositing checks via mobile.

Mobile Banking Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Services. Further, we shall not be responsible for the operation, security, functionality, or availability of any Device or mobile network, which you utilize to access the Services. You agree to exercise caution when utilizing the Services on your Device and use good judgment and discretion when obtaining or transmitting information. Financial information shown on your Device while using the Services reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

Fees for Mobile Banking

Currently, there are no monthly service fees for using Mobile Banking. However, the Credit Union reserves the right to implement a fee in the future. The Credit Union will notify you of any changes to the Schedule of Fees and Charges as required by law. If, at that time, you choose to discontinue using Mobile Banking, you must notify us in writing that you wish to cancel and we will terminate your access to the Services. You will be responsible for all transactions made prior to termination and for all applicable charges and fees.

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

Change in Terms. We may change the terms and charges for the services indicated in this Agreement and may amend, modify, add to, or delete from this Agreement from time to time. If you have an account with us through which electronic transactions are being processed, you 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 and you will be deemed to have accepted such changes unless you cease utilizing your Mobile Banking Services subsequent to receiving such notice and before the effective date of such changes.

Termination. You may cancel your access to and use of the Services by calling us at (800) 894-1200. We reserve the right to terminate Mobile Banking, in whole or in part, at any time with or without cause and without prior written notice as allowed by law. In the event you provide a termination notice to us, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion, including if a security breach has been attempted or has occurred or otherwise if we deem it necessary to restore or preserve the security of your Account or the Service. We may consider repeated incorrect attempts to enter your Username or Password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about the Services, telephone us at the following number or send us a written notice to the following address as soon as you can if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appears.

EMAIL: via secure Message in Mobile Banking

Call us at: (800) 894-1200
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, CA 91102-6015
Fax to: (626) 844-8163

You must:

• Tell us your name and account number
• Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
• 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 determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

We will tell you if we are reversing a provisional credit. If we reverse a provisional credit, we will pay all items that overdraw your account for five (5) business days after we send you the notice without imposing an Overdraft Fee. However, we can charge an Overdraft Fee for any item that overdraws your account by more than the amount of provisional credit. And after the five-day period, we will charge an Overdraft Fee on all overdrafts, as listed in our Schedule of Fees and Charges. You agree to immediately restore any amounts by which your account is overdrawn upon our written demand.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS

You are responsible for all transactions you authorize using Mobile Banking Services. If you permit someone else to use your Mobile Banking password, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your password has been lost or stolen using any of these contact options if you believe someone has used your password or otherwise accessed your accounts without your authority, or if you believe that an electronic fund transfer has been made without your permission:

EMAIL: via secure Message in Mobile Banking
Call us at: (800) 894-1200

Write to us at:

LA Financial Credit Union
PO Box 6015
Pasadena, CA 91102-6015
Fax to: (626) 844-8163.

Telephoning is the best way of keeping your possible losses down, but a written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum discretionary overdraft privilege, or overdraft protection from your savings account, money market account, or line of credit loan). However, if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than $50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE, if you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days. If we can prove that we could have stopped someone from making the transfers if you had told us in time.

If a good reason (such as a hospital stay) prevented you from telling us, we will extend the period.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance, if:
BILL PAY SERVICE AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") establishes the terms and conditions which cover your and our rights and responsibilities concerning Bill Pay Service ("Service") offered to you by LA Financial Credit Union ("Credit Union") through our Online Banking site. You are bound by this Agreement when you enroll in the Service. You also accept all of the terms of this Agreement by clicking "I Accept" below or by using the Service.

Any Account accessed through the Service is also subject to the terms and conditions of the Account Agreement and Truth in Savings Disclosure, Electronic Services Disclosure, and other disclosures and agreements previously accepted by you or to which they or you are subject.

Please read this Agreement and Disclosure carefully. You can save or print a copy of this Bill Pay Service Agreement, as incorporated to our Online Banking, Mobile Banking, and Mobile Deposit Agreement, for your records by accessing it at www.lafinancial.org/forms-disclosures

For purposes of this Agreement, the terms "we," "us," "our," and "Credit Union" refers to LA Financial Credit Union and Havasu Community Credit Union. "You," "your," and "yours" refers to the Credit Union member, joint account owner, or anyone authorized by the member or joint account holder to access or use the account or the Services.

Definitions

"Add Comment" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Delivery By" is the day you want your Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Pay From Account" is the checking account from which all Service fees will be automatically debited.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive your bills.

"Payment Date" is the date reflected on your Bill Payment statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Service" means the Bill Pay Service, powered by iPay Solutions, offered by the Credit Union.

"Service Provider" means iPay Solutions, a company that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

Description of Service

The Bill Pay Service enables you to make one-time payments or schedule recurring payments to merchants or individuals.

Acceptable Use

As a condition of using the Service, you understand and agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: a) violate any law, statute, ordinance, or regulation, b) payments related
to illegal gambling, illegal gaming and/or illegal activity with an entry fee or a prize, including, but not limited to, casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill, or sweepstake; c) promote hate, violence, racial intolerance, or the financial exploitation of a crime; d) defamation, abuse, harass, or threaten others; e) include any language that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous; f) infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; g) impose any unreasonable or disproportionately large load on our infrastructure; h) facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information; i) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; j) constitute use of any device, software, or routine to bypass technology protecting the Site or Service, or interfere, or attempt to interfere, with the Site or the Service; or k) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. You understand and agree that you will be bound by and comply with the requirements of applicable state and federal laws and regulations and the rules and regulations that govern applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association ("NACHA").

**Bill Payment.** You must allow sufficient time for the Payee to receive and process the payment before the payment Due Date. If you do not allow sufficient time, you will assume full responsibility for all late charges, finance charges, or other actions taken by the Payee.

**IMPORTANT:** The payment schedule is as follows: At the time of scheduling the payments, you will be notified when a payment is an electronically-transmitted payment (which can take 2-3 business days), or a check payment. Check payments will reflect when the payment is scheduled and the expected arrival date. The Credit Union is not liable for any service or late charges levied against you.

The Service is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the Payee in accordance with this Agreement. The Credit Union and the Service are not liable for any damages you incur if you do not have sufficient funds in your Transaction Account to make the payment on the Scheduled Payment Date, if the estimated time to allow for delivery to the Payee is inaccurate, or due to delays in mail delivery, charges of Payee address or account number, the failure of any Payee 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 Service.

**Overdrafts.** We may, but are not required, to cover overdraft transactions using any combination of the overdraft protection programs we offer if there are not sufficient funds in your Transaction Account to cover the Bill Pay Service transaction. Overdraft transactions that are covered by us in excess of your available funds are payable on demand and, if not paid promptly, may result in the closure of your account(s).

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

We may charge your Billing Account on the day that a check or other transaction is presented to us directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments. Should your payment be refused, you will receive an email message from iPay Solutions within three (3) business days following receipt of your scheduled due date.

Under some circumstances, you may stop or modify some authorized payments. Payments designated as “today” transactions cannot be stopped, canceled, or changed once your Bill Pay session is terminated. In order to request a stop payment or change a Bill Pay transaction, you must contact iPay Solutions Support at (833) 211-0270 or call the credit union during normal business hours at (800) 894-1200.

If you wish to cancel Bill Pay feature, you must cancel any outstanding pending payments and delete your payees. You will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees.

**Payment Cancellation Requests**

Electronic Payments: Electronic payments can be cancelled up until 9:30am PT, the business day after the day of processing. For example, if you schedule a payment to process on Monday, you have until 9:30am PT on Tuesday to cancel the payment request. If the payment is successfully cancelled, the funds will be returned to your account within 1-2 business days.

Check Payments: Check payments can be stopped in the Bill Pay website; however once the payment has been processed, you must contact iPay Support Solutions at (833) 211-0270, or the credit union during normal business hours at (800) 894-1200 for assistance. If the payment is successfully cancelled, the funds will be returned to your account within 1-2 business days.

Credit Union makes no guarantees that payments can be cancelled after transmitted for processing.
Change in Terms.

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

In Case of Errors or Questions About Your Bill Pay Payments

In case of errors or questions about your Bill Pay payments, telephone us at the following number(s) or send us a written notice to the following address as soon as you can.

EMAIL: via secure Message in Online Banking
Call iPay Solutions Support at: (833) 211-0270
Call us at: (800) 894-1200:
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, Ca 91102-6015
Fax to: (626) 844-8163

You must:
• Tell us your name and account number.
• Describe the payment you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
• 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 determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE, OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE, OR LA FINANCIAL’S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICE, OR YOUR BREACH OF THIS
EXTERNAL TRANSFER SERVICE AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") establishes the terms and conditions which cover your and our rights and responsibilities concerning the External Transfer Service ("Service") offered to you by LA Financial Credit Union ("Credit Union") through our Online Banking site. You are bound by this Agreement when you enroll in or use the Service. You also accept all of the terms of this Agreement by clicking "I Accept" below or by using Service(s).

Any Account accessed through the Service is also subject to the terms and conditions of the Account Agreement and Truth in Savings Disclosure, Electronic Services Disclosure, and other disclosures and agreements previously accepted by you or to which you or your accounts are subject.

Please read this Agreement and Disclosure carefully. You can save or print a copy of this External Transfer Service Agreement, as incorporated to our Online Banking, Mobile Banking, and Mobile Deposit Agreement, for your records by accessing it at www.lafinancial.org/forms-disclosures

For purposes of this Agreement, the terms “we,” “us,” “our,” and “Credit Union” refer to LA Financial Credit Union and Havasu Community Credit Union. “You,” “your,” and “yours” refer to the Credit Union member, joint account owner, or anyone authorized by the member or joint account holder to access or use the account or this Service.

Definitions

“ACH Network” means the funds transfer system governed by the NACHA Rules, which system provides funds transfer services to participating financial institutions.

“Recipient Account” is the Account to which your funds will be credited.

“Service” means the External Transfer Service offered by the Credit Union.

“Transaction Account” is the eligible Account from which your funds will be debited, or to which funds will be returned.

“Transfer Instruction” is the information provided by you to the Service for a transfer of funds to a Recipient Account.

Description of Service

The External Transfer service enables you to request a transfer of funds 1) from your Credit Union account to a Recipient Account that you own at another financial institution; or 2) from an Account that you own at another financial institution to a Recipient Account at the Credit Union. The Credit Union uses the ACH Network to execute your External Transfer Service requests.

Authorization to Transfer Funds Using External Transfer Service

You represent and warrant that you are the Primary owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power, and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including, but not limited to, nonsufficient funds.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the limit of your overdraft account;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in the following section entitled, “Transfer Cancellation Requests and Refused Transfers;”
- You, as a Sender, have not provided us with the correct information, including, but not limited to, the correct Transaction Account or Recipient Account information; and/or
communications you send through the Service. We and our Service Providers have the right, but not the obligation, to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: a) violate any law, statute, ordinance, or regulation, b) payments related to illegal gambling, illegal gaming, and/or illegal activity with an entry fee or a prize, including, but not limited to, casino games, computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, unreasonable or disproportionately large load on our infrastructure; h) facilitate any viruses, Trojan horses, worms, or other malicious software, or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the portion of the Site through which the Service is offered without our prior written permission; j) constitute use of any device, software, or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or k) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. You understand and agree that you will be bound by and comply with the requirements of applicable state and federal laws and regulations and the rules and regulations that govern applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association ("NACHA").
Service Fees and Additional Charges

Applicable fees will be disclosed in the Schedule of Fees and Charges, a copy of which is available at [www.lafinancial.org/Schedule of Fees](http://www.lafinancial.org/Schedule of Fees), and which is incorporated by this reference. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount for the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. You are responsible for any and all telephone access fees and/or internet service fees that may be accessed by your telephone and/or internet service provider.

Updating your Personal Information

You agree to ensure that the contact information in your Online Banking Profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made within Online Banking. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate amount, Transaction Account, Recipient Account, or contact information.

Service Cancellation by Member

In the event you wish to cancel the Service, you may contact us at the phone number or postal address below:

EMAIL: via secure Message on Online Banking
Call us at: (800) 894-1200
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, CA 91102-6015
Fax: (626) 844-8163

Any transfer(s) we have already processed before the requested cancellation date will be completed by us, unless we are unable to do so.

Service Cancellation, Termination, or Suspension by Credit Union

If we have reason to believe that you have engaged in any of the prohibited activities described in the Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to or use of Online Banking and the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you.

Member Liability for Unauthorized Transfers

TELL US AT ONCE if you believe your password has been lost or stolen or if you believe someone has used or may use your password or otherwise access your accounts without your authority, or if you believe that an electronic fund transfer has been or may be made without your permission. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum discretionary overdraft privilege, or overdraft protection from your savings account, money market account, or line of credit loan). However, if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than $50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time.

If you can document a good reason (such as a hospital stay) prevented you from telling us, we may in our sole discretion extend the time period.

How to Contact Us in Event of an Unauthorized Transaction. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, contact the Credit Union immediately.

EMAIL: via secure Message in Online Banking
Call us at: (800) 894-1200
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, CA 91102-6015
Fax us: (626) 844-8163
In Case of Errors or Questions About Your External Transfers

In case of errors or questions about your external transfers or if you need more information about a transfer on a statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

EMAIL: via secure Message in Online Banking
Call us at: (800) 894-1200:
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, Ca 91102-6015
Fax to: (626) 844-8163

You must:

- Tell us your name and account number
- Describe the external transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.
- 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 determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

Indemnification

You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to, reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, and the performance or non-performance of other financial institutions, or other signers, owners, or users of your Accounts.

Limitations of Liability

You agree that Credit Union shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of 1) you granting us authority to verify a Third Party Account; 2) our debit and/or credit of a Verified Account or our inability to debit or credit such account(s) in accordance with your External Transfer instructions; 3) any inaccurate or incomplete information received from another financial institution in connection with verifying a Third Party Account or executing a transfer with a Verified Account; 4) any charges imposed by the financial institution holding a Verified Account and 5) any transfer limitations set by a financial institution holding a Verified Account.

**IN NO EVENT SHALL CREDIT UNION BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH EXTERNAL TRANSFER REQUEST.**

Except as may be expressly set forth in this Agreement, the Credit Union, its directors, officers, employees, and agents hereby disclaim all warranties of any kind, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third party rights. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of the External Transfer Service, the accuracy or reliability of any information obtained through the External Transfer Service, the accuracy of any information retrieved by Credit Union from any financial institution holding any Verified Account, that the External Transfer Service will meet any requirements of any user, or that it will be interrupted, timely, secure, or error free.

Electronic Consent and Acceptance of Terms and Conditions

In order to enroll to use the External Transfer Service, you must consent to receive and accept the terms and conditions of this Agreement, any amendments to it, any notices we may provide about the Service, and transaction receipts (collectively, “Communications”) in electronic format. In the event any change to this Agreement requires a prior notice to you, the Credit Union will notify you by email, at the email address that you provided for notices pertaining to this Service, of the new or different terms
and conditions or will provide you with a link within such email where you may view the new or different terms or conditions on our web site or within Online Banking. You understand that we reserve the right to provide any Communications to you in printed form. A record of each funds transfer request (receipt) will be made available to you electronically at the time each External Transfer is requested. You may obtain a paper copy of any Communication by contacting us at (800) 894-1200. See our Schedule of Fees and Charges www.lafinancial.org/Schedule of Fees for the related expense. You may withdraw your consent to have Communications provided to you electronically by contacting the Credit Union at (800) 894-1200. However, by doing so, you understand that you will terminate your right to use the External Transfer Service. Withdrawing your consent in this manner will not prevent you from re-enrolling for the External Transfer Service.

Required Equipment

In order to use the External Transfer Service and to view and retain a copy of the terms and conditions contained in this Agreement, you must have a computing device capable of running current and prior major releases of Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, or Apple Safari (Apple devices only). Beta versions are not supported. In addition, you must have PDF viewing software installed and able to operate as a plugin to a supported browser. You will also need access to the Internet with an email address and the capability of receiving downloads of up to 5MB.

Governing Law

You understand and agree that this 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. You also agree to submit to the personal jurisdiction of the courts of the State of California.

PEOPLE PAY (“P2P”) SERVICES AGREEMENT AND DISCLOSURE

This Agreement and Disclosure ("Agreement") sets forth the terms and conditions which cover your and our rights and responsibilities concerning the People Pay Service ("Service") offered to you by LA Financial Credit Union ("Credit Union"). The Service allows a Sender to transfer funds to a Recipient through electronic means. You are bound by this Agreement when you enroll in or use the Service. You also accept all of the terms of this Agreement by clicking “I Accept” below and on the subsequent Confirmation screen, or by using Service(s).

You can save or print a copy of this P2P Services Agreement, as incorporated to our Online Banking, Mobile Banking, and Mobile Deposit Agreement, for your records by accessing it at www.lafinancial.org/forms-disclosures

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Secs. 1001 and 1030. The Credit Union or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of the Account Agreement and Truth in Savings Disclosure, Electronic Services Disclosure, and other disclosures and agreements previously accepted by you or to which you or your accounts are subject.

Definitions

“Account(s)” means any accounts that may be debited or credited with funds under this Agreement.

“Recipient” means the cardholder to whom the Sender transfers funds.

“Sender” is the Credit Union Cardholder that transfers funds to another person through the Service.

“Service” means the People Pay (“P2P”) service, powered by Acculynk, which allows a Sender to send funds to a Recipient.

“Service Provider” is Acculynk, a company that arranges for person-to-person payments to customers of any U.S. financial institutions.

“Site” is the Service Provider’s electronic location accessed by a user through a mobile phone, computer, or other access device.

“Transfer” means an electronic movement of funds from an account at the Credit Union to an account of another party by means of the Service.

“Transfer Instructions” are the information that you provide when using the Service.

“We,” “Us,” “Credit Union,” “LAFFCU,” “LA Financial Credit Union,” and “Havasu Community Credit Union” means LA Financial Federal Credit Union.
“You” and “Your(s)” means each person with applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

Description of Service and Consent

Credit Union debit cardholders may send one-time Transfers to Credit Union members or a depositor of another financial institution using the Service. Notice is given to the Recipient by the Sender providing the Recipient’s email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile device. You may register for the Service, which will make future Transfers more convenient for you. To use this Service, you are providing information to our Service Provider from your mobile device, desktop, laptop, or other computer.

By participating in the Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile device number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is allowed by the financial institution involved and is not prohibited by applicable law.

Eligibility

Individuals aged 18 years and older with a debit card issued by the Credit Union are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement. The Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age in connection with this Service or otherwise. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the Service, you represent that you meet these requirements.

Transfers

You may make one-time Transfers by using the Service and entering your debit card number and email address when prompted to do so. The Sender provides the Recipient’s email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender’s Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient’s financial institution for deposit to the Recipient’s account. If the Sender and Recipient are both Credit Union members enrolled in the Service, Transfers will be immediately debited from the Sender’s Account and reflected in the Recipient’s Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender’s Account and will be delivered to the Recipient’s financial institution once claimed. The Credit Union is not responsible for any failure of another financial institution to timely credit its customer’s account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history, but will not be used to process payments. You must accurately enter the Recipient’s email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, the rules of the National Automated Clearing House Association (“NACHA”), and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds, and by Regulation E (12 CFR 1005 et seq.) (collectively, the “Rules”). The parties agree to be bound by such Rules in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you, as Sender, are authorized to withdraw or, as Recipient, are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, and verifying your information against third party databases or through other sources.

You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

Sender Acknowledgement
By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You further authorize any Recipient of such message to act on the instructions to receive the funds you send. You acknowledge that any party receiving the email message at the email address you provide or text message is authorized to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message provided. You acknowledge that your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and that you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately at (800) 894-1200, and we may be able to cancel the Transfer. However, we have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender’s instructions. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason including attempting insufficient funds Transfers.

Recipient Acknowledgement

By using this Service you, as the Recipient, are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case, the funds will be transferred through an Automated Clearing House.

It is important that you enter accurate information. You agree that the Credit Union, the receiving financial institution, and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information, the funds may be deposited into another person’s account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provided. Retrieval of these funds will be the Recipient’s responsibility, working with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately at (800) 894-1200, and we may attempt to cancel the transaction. However, we have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient’s instructions.

By using this Service, you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended, then you agree not to claim the funds. You understand that it is a federal felony to use another person’s identification with the intent to commit unlawful activity. You represent that the information you provide is your true and correct information. If any information you provide is fraudulent, the Credit Union reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

Fees and Limitations of Transfers

You may transfer up to $500.00 per transaction. The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee may be charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraft your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee (and overdraft fee, if applicable) will be charged. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction or service fees that apply to your Account.

Please note that your mobile carrier may change you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. The receiving institution may also charge a transaction fee.

Timing of Transfers

Transfers to remove the funds from the Sender’s Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email or when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

Issues Affecting the Posting of Transfers
You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Credit Union to credit your Account using card networks/switches, or NACHA. Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) which prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer and/or the receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Credit Union nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient’s Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

**Member Liability for Unauthorized Transfers**

TELL US AT ONCE if you believe your password has been lost or stolen or if you believe someone has used or may use your password or otherwise access your accounts without your authority, or if you believe that an electronic fund transfer has or maybe been made without your permission. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum discretionary overdraft privilege, or overdraft protection from your savings account, money market account, or line of credit loan). However, if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than $50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transfers that you did not make, TELL US AT ONCE. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time.

If you can document a good reason (such as a hospital stay) prevented you from telling us, we may in our sole discretion extend the time period.

**How to Contact Us in Event of an Unauthorized Transaction.** If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, contact the Credit Union immediately.

EMAIL: via secure Message in Online Banking
Call us at: (800) 894-1200:
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, Ca 91102-6015
Fax to: (626) 844-8163

**In Case of Errors or Questions About Your P2P Transfers**

In case of errors or questions about your P2P transfers or if you need more information about a transfer on a statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

EMAIL: via secure Message in Online Banking
Call us at: (800) 894-1200:
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, Ca 91102-6015
Fax to: (626) 844-8163

You must:
• Tell us your name and account number
Describe the external transfer you are unsure about and explain, as clearly as you can, why you believe the Credit Union has made an error or why you need more information.

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 determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

Service Cancellation by Member

In the event you wish to cancel the Service, you may contact us at the phone number or postal address below:

EMAIL: via secure Message in Online Banking
Call us at: (800) 894-1200:
Write to: LA Financial Credit Union
PO Box 6015
Pasadena, Ca 91102-6015
Fax to: (626) 844-8163

Any transfer(s) you have submitted before the requested cancellation date will be completed by us.

Service Cancellation, Termination, or Suspension by Credit Union

If we have reason to believe that you have engaged in any of the prohibited activities described in the Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend, or limit your access to or use of Online Banking and the Service, notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you.

Security

The Sender and Recipient of funds may choose to register for this Service to simplify their future use of the Service. If you register, you will be asked to create a username and password and you are responsible for keeping them secure. We will not ask you for your password.

If the financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

Cookies, Browser Information, and Related Issues

When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click, and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses “cookies,” which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are “session” cookies that are only used for a specific period during which you are on the Site, but a few are “persistent” cookies that stay on your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.
You may encounter the Service Provider’s cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page for application.

Access to Information About You

You may review and update the personal information maintained about you by accessing the Profile and Settings, Manage Contact Info section in Online or Mobile Banking at any time.

Once you close your accounts with the Credit Union or you no longer have a debit card, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

Amendments

The Credit Union may amend this Agreement or any other disclosures at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. The Credit Union may require you to affirmatively acknowledge or accept the revised Agreement in order to continue using the Service, but you agree that it is not required to do so. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgement or acceptance) will constitute your express agreement to such changes.

Limitations of Warranties

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAPRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF THE CREDIT UNION AND ITS AFFILIATES AND SERICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, OR OTHER REASONS.

Limitation on Liability

IN NO EVENT SHALL THE CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

Limitation on Damages

THE CREDIT UNION’S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF $500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Time for Making a Claim

IN NO EVENT SHALL CREDIT UNION OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT
GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

Indemnification

You agree to indemnify, defend, and hold the Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to, reasonable attorneys’ fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners, or users of your Accounts.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

Governing Law

The Site is created and controlled by Credit Union in the State of California. As such, you understand and agree that this 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. You also agree to submit to the personal jurisdiction of the courts of the State of California.

Contacting Us

If you have any questions about this Service or this Agreement, you may contact us at the phone number or postal address below:

EMAIL: via secure Message in Online Banking

Call us at: (800) 894-1200

Write to: LA Financial Credit Union
PO Box 6015
Pasadena, CA 91102-6015

Fax us: (626)844-8163

Disclosure Access

You may access our Privacy Policy at www.lafinancial.org/forms-disclosures relating to the collection and use of your information.

You may also access the current versions of this Agreement, in addition to our Account Agreement and Truth in Savings Disclosure, and our Electronic Services Disclosure and Agreement from our website www.lafinancial.org/forms-disclosures. Non-Credit Union customers should consult their financial institution for their applicable disclosures.

TEXT BANKING SERVICE DISCLOSURE AGREEMENT

Terms and Conditions

If you receive or otherwise use Text Banking, you agree to the following terms. Credit Union’s Text Banking is hosted and powered by Q2 ebanking. By entering your mobile phone number to receive SMS Text Banking messages, you acknowledge and agree to the terms and conditions of Credit Union’s Online and Mobile Banking Agreement previously accepted through use of our online banking system, and by agreeing to the terms of this service, by selecting I Accept above and selecting the SAVE button below.

Your Text Banking subscription(s) will remain until you text STOP to 226563. This service works with most major carriers, but is not compatible with all carriers or devices.

- **Program:** The Credit Union offers its end users mobile access to your account information (e.g., for check balances and to perform certain transactions) over SMS, as well as the option to set up alerts for their accounts and other functionality. Enrollment requires identifications of your banking relationship as well as providing a mobile phone number. A welcome message will be received and no further verification is required.

- **Text Banking notifications:** We will send you Text Banking messages that you select. You may select the type of notification and other preferences which will determine, together with your account data, the frequency of notifications
delivered to you. We will send text banking messages through your service provider, who will act as your agent and
deliver them to you. Delivery of notifications may be delayed for various reasons, including service outages affecting your
phone, wireless, or Internet provider; technology failures; and system capacity limitations. Standard message and data
rates may apply. You may opt out of this program at any time.

- **Support/Help:** For support or information about Text Banking, reply HELP to 226563.

- **How to opt-out:** To stop Text Banking notifications coming to your phone, you can opt out of the program via SMS text
  message. Just send a text that says STOP to 226563. An unsubscribe message will be sent to your number confirming
  the cancellation, but no further messages will be sent.

- **Deactivating mobile phone number:** If you deactivate cellular service for the mobile phone number that you enrolled in
  the Text Banking Service, you are responsible for deactivating that same phone number as described in "How to opt-out"
  above.

You confirm that you have the rights to the account corresponding to the mobile phone number you have entered, or that you have
the accountholder’s permission to use this service. You authorize text banking notifications to be sent to the mobile device listed
above, which may be sent using an automated dialing system. You understand this service is not a requirement of online or mobile
banking services, and you may "OPT-OUT" of this service at any time.

**Message and Data Rates May Apply to use this service.** For help, text HELP to 226563. To cancel your text message banking
service, send a text STOP to 226563 at any time.

In case of questions, please contact the Credit Union via secure message in online banking or call 800.894.1200.

**Available Text Banking Alerts**

You may use our Text Banking Alerts service to:

XFER <account nickname1> <account nickname 2> <amount> - Transfer funds from one account to another. Enter full amount
using dollar, decimal, and cents.

HELP – For HELP visit www.lafinancial.org/forms-disclosure or contact us at 800-894-1200 during business hours.

BAL – List of account balances.

HIST <account nickname> – Account history.

STOP – Disable text banking for the enrolled mobile device. (To reactivate, log in to Online Banking > Text Enrollment).

LIST – List of available commands.

Cost

There is no credit union imposed fee to use Text Banking. Data carrier message and data rates may apply.

**Disclosure Access**

You may access our Privacy Policy at www.lafinancial.org/forms-disclosures relating to the collection and use of your information.

You may access the current versions of the Text Banking terms and conditions, incorporated in our Online Banking, Mobile Banking,
and Mobile Deposit Agreement from our website http://www.lafinancial.org/forms-disclosures/.
Addendum to Online Banking, Mobile Banking, & Mobile Deposit Agreement & Disclosure Effective 11/1/19

Business Days

Regarding business days as disclosed, we may offer Saturday hours at some branch locations in the future. As such, we have updated our business days to reflect this:

The Credit Union business days are Monday – Friday. Some branch locations may be open on Saturday. All business days exclude Federal Reserve holidays. Our holiday schedule and business days at each branch location can be viewed on our website, www.lafinancial.org.

Microsoft Internet Explorer No Longer Supported Effective 1/14/20

Microsoft is ending support for the Internet Explorer browser. You may upgrade your browser to any of the following: Microsoft Edge, Google Chrome, Mozilla Firefox, or Apple Safari (Apple devices only) to continue accessing online banking.