

Electronic Fund Transfers Disclosure and Agreement



P.O. Box 11777
Santa Ana, CA 92711
(714) 755-5900

ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

This EFT Disclosure and Agreement as amended from time to time ("Agreement") sets forth the terms and conditions governing the use of the Orange County's Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Orange County's Credit Union is given below, followed by specific disclosure information for each service. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Orange County's Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the member, and the terms "we," "us" and "our(s)" refer to Orange County's Credit Union.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM Card or Debit MasterCard for transactions that require the use of a PIN. This number should be memorized-DO NOT write it on your ATM Card or Debit MasterCard. After memorizing your PIN, you should destroy the notice disclosing your PIN. If you forget your PIN, contact the Credit Union and we will issue you a new one.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will get a monthly account statement reflecting all of your transactions unless there is no activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal, you will receive, or you may choose to receive, a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS

Tell us AT ONCE if you believe your ATM/POS Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM/POS Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM/POS Card or PIN, and we can prove that we could have stopped someone from using your ATM/POS Card or PIN without your permission if you had told us, you could lose as much as \$500. 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 you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM/POS Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS

Tell us AT ONCE if you believe your debit card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 60 days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the close of the 60 days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the 60-day period, we will extend the 60-day period by a reasonable period.

SPECIAL NOTICE TO DEBIT MASTERCARD CARDHOLDERS

If there is an unauthorized use of your Debit MasterCard then your liability will be zero (\$0.00) so long as:

1. You exercised reasonable care in safeguarding your card from risk of loss or theft;
2. You have not reported two or more incidents of unauthorized use within the preceding twelve (12) months; and
3. Your account is in good standing.

If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than 60 days after your statement was mailed to you. This provision limiting your liability does not apply to either MasterCard commercial cards or ATM cash disbursements.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your ATM/POS Card, Debit MasterCard or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (714) 755-5900 or write to us at P.O. Box 11777, Santa Ana, CA 92711, or e-mail us at info@orangecountyscu.org. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

BUSINESS DAYS

Our business days are Monday through Friday (and Saturdays at specific branch locations), excluding holidays.

For a complete list of branch locations and business days and hours, call us at (714) 755-5900 or log on to our website at www.orangecountyscu.org and click on the "ATM/Branch locations" link.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the terminal where you were making the transaction did not have enough cash;
- d) the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) your ATM/POS Card or Debit MasterCard has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) your ATM/POS Card, Debit MasterCard, or PIN has been reported lost or stolen and we have blocked the account; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (714) 755-5900 or write to us at P.O. Box 11777, Santa Ana, CA 92711, or e-mail us at info@orangecountyscu.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 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 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 10 business days, we may not credit your account.

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you notice an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 to investigate.

CHARGES

In order to obtain the electronic services listed, you must open and maintain a share or share draft account. All charges associated with our electronic fund transactions are disclosed in our Rate and Fee Schedule which accompanies this Disclosure and Agreement or was provided at the time the account was opened.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) when it is necessary to complete the transaction;
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) in order to comply with government agency or court orders or other legal process; or
- d) if you give us your prior oral or written permission.

ADDRESS CHANGE

Keep the Credit Union informed of your current address to ensure correct mailing of monthly statements.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your Accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM/POS Cards, Debit MasterCard, or designated accounts.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM/POS Card, Debit MasterCard or PIN with or without cause. We may do so immediately if:

- a) you or any authorized user of your ATM/POS Card, Debit MasterCard, PIN or account breaches this or any other agreement with the Credit Union;
- b) we have reason to believe that there has been, or might be, an unauthorized use of your ATM/POS Card, Debit MasterCard, PIN or account; or
- c) you or any authorized user of your ATM/POS Card, Debit MasterCard, PIN or account request that we do so.

ATTORNEYS' FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

ADDITIONAL BENEFITS/CARD ENHANCEMENTS

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Application, with the exceptions provided herein, agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

SIGNATURES

By using your access to the system, or authorizing anyone else to use your access to the system, and/or by signing the application, you agree to be bound by the terms and conditions of this Agreement and Disclosure.

CONSUMER REPORTS

The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for membership, the opening of a savings or checking account or the issuance of an ATM Card, Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

➡ *Additional Disclosures Applicable to ACH Services*

DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (714) 755-5900 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a quarterly statement from us.

DISCLOSURE OF RIGHT TO STOP PAYMENT

- Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (714) 755-5900, or write to us at P.O. Box 11777, Santa Ana, CA 92711, or e-mail us at info@orangecountyscu.org in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

- Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use your ACH services to perform the following transactions:

- Make deposits to your share/savings, money market, or share draft/checking account;
- Make loan payments;
- Pay bills directly from your share/savings, money market, or share draft/checking account in the amounts and on the days you request;
- Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

TRANSACTION LIMITATIONS

The following are limitations to the use of ACH services:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

➡ *Additional Disclosures Applicable to ATM and POS Services*

RULES FOR USE

By using your ATM/POS Card with your personal identification number (PIN) at automated teller machines ("ATM's") or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your share or share draft/checking account(s) in accordance with the instructions given at the terminals. All ATM/POS Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

ATM FEES

When you use an ATM not owned by Orange County's Credit Union, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM or Debit MasterCard issued by Orange County's Credit Union for use of an electronic terminal operated by Orange County's Credit Union.

TRANSACTIONS AVAILABLE

You may use your ATM/POS Card to perform the following transactions:

- Make deposits to your share/savings, money market, or share draft/checking account;
- Withdraw cash from your share/savings, money market, or share draft/checking and PAL line of credit account;
- Transfer funds between your share/savings, money market, and share draft/checking and PAL line of credit account;
- Make point-of-sale payments for goods and services to others from your share draft/checking account; and
- Make account balance inquiries.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us.

LIMITATIONS ON TRANSACTIONS

The following limits are for Patron Level Accountholders:

- For the Sand Dollar Account, you may make ATM cash withdrawals or POS transactions up to \$100 each 24-hour period as long as your available balance will cover the transaction.
- For the Pacific Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction.
- For the Regular Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction.

The following limits are for Premier Level Accountholders:

- For the Sand Dollar Account, you may make ATM cash withdrawals or POS transactions up to \$100 each 24-hour period as long as your available balance will cover the transaction.
- For the Pacific Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction.
- For the Regular Account, you may make ATM cash withdrawals or POS transactions up to \$500 each 24-hour period as long as your available balance will cover the transaction.

The following limits are for Platinum Level Accountholders:

- For the Sand Dollar Account, you may make ATM cash withdrawals or POS transactions up to \$100 each 24-hour period as long as your available balance will cover the transaction.
- For the Pacific Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction.
- For the Regular Account, you may make ATM cash withdrawals or POS transactions up to \$1,000 each 24-hour period as long as your available balance will cover the transaction.

Various institutions which participate in networks of which the Credit Union is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

ACCESS CARDS

All ATM/POS Cards and Debit MasterCard are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM Card or Debit MasterCard upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

ATM SAFETY

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM Card or Debit MasterCard ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card or Debit MasterCard away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card or Debit MasterCard or anywhere else in your wallet; thieves can easily figure out the reason for "hidden" or "secret" numbers.

➡ ***Additional Disclosures Applicable to "Telephone Banking" Audio Response Services***

The Telephone Banking service is available only to primary accountholders. The primary accountholder is responsible for all Telephone Banking transactions and the confidentiality of his or her PIN.

TRANSACTIONS AVAILABLE

You may use the Telephone Banking service to perform the following transactions under the same member number:

- Obtain account and loan balances;
- Obtain loan payment due date;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share/savings, money market, or share draft/checking account;
- Transfer funds between your share/savings, money market, and share draft/checking accounts;
- Access your PAL Line of Credit Account to request loan advances;
- Transfer funds from your PAL Line of Credit to your share/savings, money market, or share draft/checking account;
- Make loan payments; and
- Make stop payments.

All payments and deposits are subject to later verification by us.

TRANSACTION LIMITATIONS

The following are limitations to the use of the Telephone Banking service:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

➔ *Additional Disclosures Applicable to Debit MasterCard Services*

ISSUANCE OF CARD

“Card” means the Orange County’s Credit Union Debit MasterCard and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Debit MasterCard.

RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit MasterCard PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

MERCHANT DISPUTES

For POS transactions directly accessing a line of credit, the credit union is not responsible for the refusal of any merchant or financial institution to honor the card. The credit union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the credit union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

Purchases made above the floor limit of the merchant will require an authorization number from MasterCard.

The following limits are for Patron Level Accountholders:

- For the Pacific Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction. You may make Debit MasterCard transactions up to \$1,000 each 24-hour period as long as your available balance will cover the transaction.
- For the Regular Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction. You may make Debit MasterCard transactions up to \$1,000 each 24-hour period as long as your available balance will cover the transaction.

The following limits are for Premier Level Accountholders:

- For the Pacific Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction. You may make Debit MasterCard transactions up to \$1,500 each 24-hour period as long as your available balance will cover the transaction.
- For the Regular Account, you may make ATM cash withdrawals or POS transactions up to \$500 each 24-hour period as long as your available balance will cover the transaction. You may make Debit MasterCard transactions up to \$1,500 each 24-hour period as long as your available balance will cover the transaction.

The following limits are for Platinum Level Accountholders:

For the Pacific Account, you may make ATM cash withdrawals or POS transactions up to \$300 each 24-hour period as long as your available balance will cover the transaction. You may make Debit MasterCard transactions up to \$2,000 each 24-hour period as long as your available balance will cover the transaction.

For the Regular Account, you may make ATM cash withdrawals or POS transactions up to \$1,000 each 24-hour period as long as your available balance will cover the transaction. You may make Debit MasterCard transactions up to \$2,000 each 24-hour period as long as your available balance will cover the transaction.

USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your share/savings, money market, or share draft/checking account at ATMs, merchants, or financial institutions that accept Debit MasterCard;
- Transfer funds between your share/savings, money market, or share draft/checking account you have with the Credit Union; and
- Make deposits to your share/savings, money market, or share draft/checking account at the Credit Union.
- Make account balance inquiries.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Debit MasterCard (these are point-of-sale or POS transactions);
- Order goods or services by mail or telephone from places that accept Debit MasterCard; and
- Make automatic payments from your share draft/checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

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

Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor a Debit MasterCard is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Debit MasterCard transaction, it will put a hold on an equivalent amount of funds in your share draft/checking account for 3 days or until the day the transaction is charged to your account.

All card transactions covered by this agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this agreement. Any future changes to your account agreements may affect the use of the card.

ILLEGAL USE OF DEBIT MASTERCARD

You agree that your Debit MasterCard Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

OVERDRAFTS

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

REFUSAL TO HONOR CARD

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the card or to complete a withdrawal from your account, or for their retention of the card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card.

MASTERCARD CROSS-BORDER TRANSACTIONS

Purchases and cash advances made in foreign currencies will be billed to you in U.S dollars. If a Cross-Border Transaction on a U.S.-issued credit or debit card is submitted to MasterCard in the currency of the country of the merchant, MasterCard will convert the transaction to the cardholder billing currency using its currency conversion procedure. MasterCard uses either a government mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The government-mandated exchange rate or wholesale exchange rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. Added to your Cross-Border Transaction are a MasterCard Issuer Cross-border Assessment of eight-tenths of one percent (.8%) and Currency Conversion Assessment of two-tenths of one percent (.2%).

➔ ***Additional Disclosures Applicable to Online Banking Services***

The Online Banking service is available only to primary accountholders. The primary accountholder is responsible for all Online Banking transactions and the confidentiality of his or her PIN.

SYSTEM REQUIREMENTS

Online Banking Services allow convenient access to your account information 24 hours a day. To use Online Banking you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

TRANSACTIONS AVAILABLE

You may use your Online Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfer funds between your share draft/checking, share/savings, money market, and PAL Line of Credit accounts;
- Download transaction information to personal financial management software from share draft/checking and share/savings account;
- Make loan payments;
- Pay bills through the Bill Pay service from checking; and
- Transfer funds from your Credit Union account to an account at another financial institution.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Credit Union's Online Banking Service:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

➔ ***Additional Disclosures Applicable to Bill Pay Services***

SYSTEM REQUIREMENTS

To use Bill Pay Services you must have a computer, modem, Internet Service, browser, your account number and a PIN or Access Code.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

Concerning your rights and duties to stop payment of preauthorized transfers, if you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how:

For Bill Payments

- In order to cancel a payment, you must sign into Online Banking, click on Payment Manager, and then click on View and Pay Bills. This will display the Overview page. Scroll to the bottom to locate the Pending Payments area. Click on the "Cancel" link next to the payment you would like to cancel. Follow the directions provided on the Bill Pay screens.
- Future-dated payments can be cancelled prior to 5:30 p.m. PST on the scheduled "Send On" day.

For Transfers

- You cannot cancel a one-time immediate transfer after it has been submitted in Online Banking and the information has been transmitted to us.
- Future-dated and recurring transfers can be canceled prior to 5:30 p.m. PST on the date that the transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it.

For Funds Transfer

- In order to cancel a payment, you must sign into Online Banking, click on Funds Transfer. This will display the Overview page in which you will see a section called Recent Transactions. Under this section, click on the "Cancel" link next to the payment you would like to cancel. Follow the directions provided on the Funds Transfer screen.
- Future-dated payments can be cancelled prior to 5:30 p.m. PST on the scheduled "Send On" day.
- You may unsubscribe completely from the Funds Transfer service by clicking on the Edit your Profile link located at the bottom of the Funds Transfer screen. From here click on Unsubscribe, and follow the prompts to complete your request.

Alternative Method

The easiest and most convenient way to cancel a payment or transfer is through the method described above. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at (714)755-5900 or toll free at (888)354-6228, or write to us at Orange County's Credit Union, Attn: e-Business Department, PO Box 11777, Santa Ana, CA 92711-1777, or e-mail us at info@orangecountyscu.org.

We must receive your request in writing or by e-mail within 3 business days before the payment or transfer is scheduled for processing. If you call or write to cancel a payment that has been sent by check and has not yet been presented for payment, you will be charged the stop payment fee as stated on the Fee Schedule or in accordance with the Bill Payment Disclosure provided at the time the service was opened. The stop payment fee will be charged to the Bill Payment funding account.

RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use your Payment Manager Bill Pay Service to perform the following transactions:

- Add/Edit Payee: Payee refers to the entity to which you pay bills. The payee can be a company, organization, or individual. The Add/Edit payee feature allows you to add Payees to, delete payees from or edit payee information on your personal list of payees.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to payees. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to payees.
- View History: View History permits you to see payments made over a specified time period.
- Order CD: Request a CD to view payment history.
- Payment Notifications: Receive an e-mailed notification that a scheduled payment has been made.
- Use Funds Transfer service

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Payment Manager Bill Pay Service:

- Total payments may not exceed \$9,999 during any 24-hour period;
- Bill payments can only be made from your checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the member's name

METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

MEMBER RESPONSIBILITIES

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by payee(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the payee on or before the due date.

➔ ***Additional Disclosures Applicable to Mobile Banking Services***

SYSTEM REQUIREMENTS

To use the Mobile Banking service, you must have an active Credit Union membership and a mobile device with a service plan that includes text messaging and data and Internet access. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device carrier for additional information.

TRANSACTIONS AVAILABLE

With the Mobile Web Access feature, you may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information;
- View recent transactions and account history;
- Transfer funds between your Credit Union accounts;
- Locate a Credit Union ATM or CO-OP Network ATM; and
- Locate a Credit Union branch.

With the Text Message Mobile feature, you may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information; and
- View recent transactions and account history.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Mobile Internet Banking service:

- No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

➔ ***Regulations Relating to Wire (Fund) Transfers***

APPLICABLE LAW

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:00 p.m. P.S.T. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

SERVICE CHARGES/FEEES

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Schedule of Fees and Charges for current fees.

SECURITY PROCEDURES

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

USE OF FEDWIRES

If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J.

IDENTIFICATION OF BENEFICIARY

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

PROVISIONAL ACH PAYMENTS

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

NOTICE OF RECEIPT OF ACH FUNDS

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.