

## **ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT**

This Electronic Services Disclosure and Agreement ("Disclosure") sets forth the terms and conditions for Electronic Funds Transfer Services which are or may be made available by Water and Power Community Credit Union ("Credit Union"). It defines your rights and responsibilities and those of the Credit Union with respect to any Electronic Funds Transfer. Please read it carefully before using your ATM/Debit Card or initiating any Electronic Funds Transfer.

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

**APPLICATION OF THIS AGREEMENT AND DISCLOSURE:** This Disclosure applies to any Electronic Funds Transfer made to or from your Account(s) through the use of your ATM/Debit Card at any authorized ATM or Point-of-Sale location, through the use of your Personal Identification Number (PIN) in conjunction with your ATM/Debit Card, by pre-authorized deposit, by pre-authorized payment, by Bank by Phone, by Online Banking or Bill Pay Services we offer or may offer in the future.

**DEFINITIONS:** In this Disclosure the words "you", "your" and "yours" refer to the party causing or initiating an Electronic Funds Transfer and the owner of any Account that may be accessed by an Electronic Funds Transfer. The words "we", "us", "our" and "Credit Union" refer to Water and Power Community Credit Union. The word "Card" means the ATM/Debit Card issued to you by the Credit Union. The word "ATM" means automated teller machine. The word "EFT" means any electronic funds transfer other than by check or other paper instrument that is initiated through an ATM, electronic terminal, telephone, computer, magnetic tape or other communication device for the purpose of providing cash, debiting, crediting, transferring or inquiring on an Account; transactions at a Point-of-Sale terminal whether or not an access device is used; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you or the merchant or the Credit Union retains the check. The word "PIN" means a Personal Identification Number which enables you to effect transactions via Bank by Phone, ATM/Debit Card, Online Banking or Bill Pay Services. The word "POS" means Point-of-Sale which represents transactions that directly debit (withdraw funds from) your Checking Account only.

**GENERAL DISCLOSURES AND AGREEMENT TO BE BOUND:** Requesting, retaining, using or permitting another person to use your Card and/or your PIN constitutes your acceptance of all the terms and conditions set forth in this Disclosure and binds you to all the rules and regulations governing the use of an authorized ATM or making any other EFT.

**TRANSFER SERVICES AVAILABLE:**

**ATM Services:** You may access your Account(s) at an ATM by using your Card and PIN, to:

- make deposits to Checking, Savings, or Money Market Account(s)
- get cash withdrawals from Checking or Savings Account(s)
- get cash withdrawals from Money Market Account(s) only at ATMs we own or operate
- transfer funds from Savings to Checking or Money Market Account(s)
- transfer funds from Checking to Savings or Money Market Account(s)
- transfer funds from Money Market to Savings or Checking Account(s)
- transfer funds from CashAccount Line-of-Credit to Checking, Savings, or Money Market Account(s)
- get information about the account balance of your Checking, Savings, or Money Market Account(s)

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

**Limitations of Service:** You and all Account owners or cardholders, jointly and severally, agree to use any access device(s) in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized.

You may make an unlimited number of balance inquiries on your designated Account(s) each day. A transaction charge may be imposed by a participating network institution or the Credit Union “Charges for Electronic Funds Transfer Services” if such inquiries are initiated through a network terminal.

You **MAY ONLY MAKE DEPOSITS** to your Account(s) at ATM terminals authorized by the Credit Union. The Credit Union will **NOT BE RESPONSIBLE** for any direct or incurred losses or the failure to credit any attempted deposits into any Account at any authorized ATM.

You may use your Card to obtain up to \$500.00 per day (or other amounts as specified at later dates) with the exception that from Friday 3:00 p.m. to Monday 3:00 p.m. you may obtain a total of \$1,500.00, from authorized terminals. For the purposes of this Disclosure, one “banking day” shall constitute one day.

Using your Card you may not exceed \$600.00 (or other amounts as specified at later dates) in POS transactions per day with the exception that from Friday 3:00 p.m. to Monday 3:00 p.m. you may obtain a total of \$1,800.00 in POS charges. For the purposes of this Disclosure, one “banking day” shall constitute one day.

Various financial institutions which participate in the various networks, to which the Credit Union is a member, may have authorized withdrawal limits different than \$500.00 at their respective ATM’s. In the event that a specific ATM is limited to withdrawals of

less than \$500.00, you will not be able to withdraw more than the cash limit at that particular ATM. Should the withdrawal limit of a particular ATM be greater than \$500.00, you will still be limited to the \$500.00 maximum withdrawal limit of available funds per Account per day as established by the Credit Union. Available funds in your Account(s) as may be indicated at the time of a balance inquiry at an ATM terminal may not reflect (if applicable) any available authorized overdraft protection options on the Account(s).

You may NOT be able to obtain all EFT services at all participating ATMs.

The Credit Union reserves the right to place a “hold” on funds deposited to your Account(s) for a reasonable period of time. You may not withdraw funds in excess of the available funds from a deposit balance subject to such hold; however, the Credit Union will provisionally credit your Account at the time of posting subject to the hold. A copy of the Credit Union’s “Disclosure of Delayed Availability of Deposited Funds Policy” can be found in our Truth-In-Savings Disclosure and also at our website: [www.wpcu.org](http://www.wpcu.org)

**MyStart Teen Checking Account:** Different Card transaction amounts may apply to the MyStart Teen Checking account. There is a total daily maximum amount of \$600. This amount includes a \$200 daily maximum amount for ATM cash withdrawals, a \$200 daily maximum for pin-based point-of-sale transactions, and a \$200 daily maximum for non-pin-based point-of-sale transactions.

**Types of Point-of-Sale Transactions:** You may access your Checking Account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits these transactions, or from a participating financial institution that permits these transactions.

**EFT Networks:** You may use your Card at ATMs or POS terminals which are in the CO-OP, STAR, Discover, Plus, and Cirrus Networks.

**Other Services:** You may also arrange pre-authorized deposits or pre-authorized payments to or from your Accounts, and may affect transfers via Bank by Phone, Online Banking or Bill Pay Services (online).

Additional Electronic Funds Transfer services may be made available by the Credit Union in the future. You will be notified regarding these services.

**At MasterCard Network ATMs:** If you have a MasterCard Credit Card issued by us, you may use your MasterCard Credit Card with your PIN to make cash advances from your Credit Card Account only. You may not access your other Account(s) via the MasterCard network ATM. You authorize us to charge your MasterCard Credit Card Account in accordance with the instructions you give the ATM.

**Electronic Check Conversions:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account (I) to pay for purchase or (II) pay bills.

**Charges for Electronic Funds Transfer Services:** All charges we impose for use of our Electronic Funds Transfers are disclosed in our Fee Schedule, which can be obtained from any of our offices or at our website at: [www.wpcu.org](http://www.wpcu.org).

**Notice Regarding ATM fees by others:** If you use an ATM or other terminal that is not operated by us, you may be charged a fee by the operator of the machine or terminal and/or by an automated transfer network. You may be charged a fee for a balance inquiry at an ATM or other terminal we do not own or operate even if you do not complete a funds transfer. You agree we may deduct all such fees from your Account(s) by initiating such EFTs.

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

**Making Electronic Funds Transfers:** You agree to follow the instructions posted, displayed or otherwise given for use of an authorized ATM or other terminals such as a POS.

**Confidentiality of PIN:** Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence. You also agree that you will notify the Credit Union immediately if the Card or PIN is lost or stolen.

As a precaution you should not write your PIN on your Card or on any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN. Never let anyone watch you use your Card or PIN at any ATM.

You will never be asked by a credit union employee to disclose your PIN.

**Information Disclosure to Third Parties:** The Credit Union will disclose information to third parties about your Account(s) or the transaction you engage in:

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

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

**IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC FUNDS TRANSFERS:** Telephone us at (213) 580-1690 or (800) 300-9728 or write us at Water

and Power Community Credit Union 1053 W. Sunset Blvd., Los Angeles, CA 90012-2134 Hours: Monday through Friday 8:00 a.m. to 6:00 p.m. as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than 60 days after the FIRST statement is sent to you on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you (or within 20 business days, in the case of a claim made within 30 calendar days after an account is opened) and will correct any error promptly. If we need more time, however, we may take 45 days to investigate your complaint or question (or 90 days in the case of a point-of-sale transaction, claim made within 30 calendar days after an account is opened or the loss initiated outside of the United States). If we decide to do this, we will re-credit your Account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and if we do NOT receive your complaint or question within 10 business days, we may not re-credit your Account.

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

**Member Liability:** YOU MAY BE LIABLE for all authorized or unauthorized uses of an ATM/Debit Card, PIN, Bank by Phone or Online Banking.

**Disclosure of your Liability for Unauthorized Transactions:** Tell us AT ONCE if you believe your ATM/Debit Card PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password has been lost, stolen or discovered by an unauthorized person, or if you believe that someone may have used any of the above without your permission or if you believe that 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 of the money in your Account(s), plus funds in your other Accounts and your maximum overdraft CashAccount Line-of-Credit, if applicable.

Call (213) 580-1690 or (800) 300-9728 or write us at Water and Power Community Credit Union 1053 W. Sunset Blvd., Los Angeles, CA 90012-2134.

If you tell us within 2 business days, you can lose no more than \$50.00 if someone used your ATM/Debit Card, PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM/Debit Card, PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password and we can prove that we could have stopped someone from using them without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, including those made by Card, code or other means, 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 hospital stay) kept you from telling us, we may extend the time periods.

If you authorize someone else to use your ATM/Debit Card, PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction(s) exceeds what you authorize.

**Exception for certain MasterCard ATM/Debit Cards:** You will generally not be liable for the unauthorized use of the ATM/Debit Card when such use is deemed a "MasterCard Transaction" by MasterCard International (such as use of the MasterMoney Card to purchase goods or services from merchant(s). When such use is not deemed a "MasterCard Transaction" by MasterCard International (such as use of the MasterMoney ATM/Debit Card, or when you have reported 2 or more incidents of unauthorized use within the preceding 12 months, or when your Account is not in good standing, you may be liable for such unauthorized use. In any case, you will not be liable for unauthorized use that occurs after you notify Water and power community credit union, 1053 W. Sunset Blvd., Los Angeles, CA 90012-2134, orally or in writing, of the loss, theft, or possible unauthorized use, and your liability will not exceed \$50.

**Business Days:** Our business days are Monday through Friday 8:00 a.m. to 6:00 p.m., excluding holidays.

**Credit Union Liability for Failure to Complete Transactions:** If we do not properly complete an EFT to or from your Account(s) on time or in the correct amount according to our agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, your Account(s) does not contain enough money (or sufficient collected funds) to complete the transaction.
2. If your Account is frozen because of a court order or a similar reason.
3. If the authorized ATM or other terminal does not have enough cash.

4. If the authorized ATM, Online Banking equipment or other terminal or EFT system was not working properly.
5. If your Card, PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password has been reported lost or stolen and we have blocked the Account(s).
6. If circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.
7. If your Card has expired, is damaged so that the machine cannot read the encoding strip, is inactive due to non-use or because your PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password has been repeatedly entered incorrectly.
8. If your Card is retrieved or retained by an ATM.
9. If the failure to complete the EFT is done to protect the integrity of the system and/or to protect the security of your Accounts.
10. If we receive incorrect or incomplete information from a government agency, an automatic clearing house, or any other parties or entity.
11. If the Credit Union has established additional exceptions (with appropriate notice to you).

**Termination and Amendment:** The Credit Union may terminate your rights to use authorized ATMs or to make EFTs at any time or amend the terms of this Disclosure, or cancel this Disclosure or the Electronic Funds Transfer Services. The Credit Union may amend, modify, delete or change any term of this Disclosure. Amendments to this Disclosure will be effective when indicated and notice of any amendments will be mailed to you. You may request termination of this service in writing but if you do you will remain liable to us for transactions and charges incurred prior to the termination of service.

**Ownership of the ATM/Debit Card:** All Card(s) issued remain the property of WATER AND POWER COMMUNITY CREDIT UNION and you agree to surrender all Card(s) to us upon demand or through retrieval by any authorized ATM or other terminal.

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

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

**Foreign Transactions:** Purchases and cash advances made in currencies other than U.S. dollars will be converted to and billed to you in U.S. dollars under the regulations established by MasterCard International. We do not determine the currency conversion rate which is used, nor do we receive any portions of the currency conversion rate. The conversion rate to U.S. dollars will be (I) a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or (II) the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer plus 1%. Conversion to

U.S. dollars may occur on a date other than the transaction date; therefore, the currency conversion rate may be different than the rate in effect at the time of the transaction. You agree to pay the converted amount.

**Prior Agreements:** All agreements applicable to your various Accounts, Share Certificates or loan relationships with the Credit Union shall be applicable to all transactions initiated by the Card, PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password except that if any such Account is an Account requiring two or more signatures, all signature requirements are hereby waived by you and any other parties may withdraw funds in connection with a transaction initiated by the use of the Card, PIN, Bank by Phone PIN, Online Banking or Bill Pay Services Password and each party agrees to be bound by the transaction.

**Documentation:** You can get a receipt at the time you make any EFT to or from your Account at an ATM or Point-of-Sale terminal. However, you may not always receive a receipt if the transaction is under \$15.

**Collection Costs:** The Credit Union may collect any amounts you owe to us under this Disclosure and you agree to pay the Credit Union its reasonable expenses, including court costs and attorney fees, for enforcing rights under this Disclosure.

**REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS:**

During any month, you may not make more than 6 withdrawals or transfers from your Savings Accounts to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic (such as Bank by Phone, Online Banking) or order or instruction. You may make an unlimited number of withdrawals from, or transfers among, your Savings Accounts by mail, messenger or in person at the Credit Union or at an ATM. You may also make an unlimited number of withdrawals from your Savings Accounts through Bank by Phone if you request that we send you a check payable to you.

**Safety Tips for using an ATM:** An ATM provides you quick, convenient access to your money. By following these important safety tips, you can more safely use an ATM whenever you need cash:

- Always use a Deposit Slip from your Checking Account when making a deposit at an ATM.
- Memorize your PIN. Do not write your PIN on your Card or leave it in your wallet. Your Card can only be used with your PIN. If your card is lost or stolen, it cannot be used unless the PIN is provided.
- Keep your PIN a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow. If you suspect unauthorized use of your Card, notify the Credit Union immediately.
- Keep your Card in a safe place. Protect it as you would cash or credit cards. If it is lost or stolen, notify the Credit Union immediately.

- When using an ATM at night, be sure you are in a well-lighted area. If someone in the area looks suspicious, choose another ATM in a safer location.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your Card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Don't fall for "con" games. If anyone asks you to withdraw money for any reason, leave the area, at once.
- Stand between the ATM and people waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM.
- Never give information about your Account which can be accessed by EFT to strangers or respond to inquiries on the telephone that you do not initiate.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM/DEBIT CARD WHEN USED AT A POINT-OF-SALE DEVICE**

**Types of Available Transactions and Limits on Transactions:** By use of your ATM/Debit Card with your PIN or sometimes just your ATM/Debit Card or ATM/Debit Card number at a participating Point-of-Sale terminal, you authorize us to make withdrawals from your Checking Account for cash or to pay for goods and services. When you do so, you use your ATM/Debit Card much like a check you write on your Account. Your ATM/Debit Card is not then serving as a credit card, which means you may not defer payments of ATM/Debit Card transactions. When you use the ATM/Debit Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document or just provide your ATM/Debit Card number. Some merchants may impose a fee for an ATM/Debit Card transaction. We are not liable if a merchant or financial institution does not accept your ATM/Debit Card or ATM/Debit Card number.

Your ATM/Debit Card and/or Account may not be used for any illegal activity or transaction. Further, you may not utilize your ATM/Debit Card and/or Account for the purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charges. We may debit or place a hold on your Checking Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

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

transaction authorized, until the transaction posts to your Checking Account or until the hold expires (up to 3 business days from the date of the transaction).

You may not stop payment on an ATM/Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price, or warranty of goods or services for which you paid with your ATM/Debit Card, you agree to indemnify and hold us harmless for all damages and liability which result from the misrepresentation.

**Indemnification:** If you breach or don't fulfill any of the terms of this Disclosure, you also agree to indemnify and hold us harmless for all resulting damages and liability.

**Account Access:** You may use your ATM/Debit Card to access your Account(s) as you normally would at any authorized ATM terminal. You may use your ATM/Debit Card to withdraw cash from your Savings or Checking Account or pay for merchandise from your Checking Account at participating merchants, financial institutions or others who honor the ATM/Debit Card.

**Limitations on Transactions:** You may make cash withdrawals and purchases only to the extent that you have available funds in your Account but not more than is disclosed on page 2 "Limitations of Service".

For security reasons, there may be other limits on the number of those transactions that may be authorized.

**Right to Receive Documentation:** You may receive a receipt from the merchant or financial institution at the time you make a purchase or obtain cash. You should retain this receipt to compare with your statement from us.

You will receive a statement monthly for the Account(s) which you have accessed using the ATM/Debit Card. The statement will show the effective date that you initiated the transaction, the type of transaction, and the amount of the transaction.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OR NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS**

Credit given by us to you with respect to deposit of funds through an automated clearing house "ACH" credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and your use of this type of deposit constitutes your agreement that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you (i.e. the originator of the entry) via such entry shall not be deemed to have paid you the amount of such entry.

Under the operating rules of the National Automated Clearing House Association “NACHA” which are applicable to ACH transactions involving your Account(s), we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your Account(s) which have been transmitted through one or more ACH transactions and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your Account(s).

**Pre-Authorized Deposits:** If you have arranged to have pre-authorized electronic deposits of your payroll checks, payroll deductions, pension checks, or other recurring payments, (for example, Social Security payments), the following provisions apply to you in addition to those previously stated.

**Account Access:** Pre-authorized deposits may be made to your Account(s).

**Notification of Pre-Authorized Deposits:** If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your Account(s) at least once every 60 days, the third party making pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your Account(s). If you have not made such an arrangement you may telephone us at (800) 300-9728 (Monday thru Friday 8:00 a.m. to 6:00 p.m.) and we will advise you whether or not the pre-authorized deposit has been made.

**Documentation of Pre-Authorized Deposits:** You will receive a monthly statement for each Account to which a pre-authorized deposit has been made.

## **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES**

If you have requested a pre-authorized payment from your Savings Account or your Checking Account such as payment of insurance premiums, mortgage payments, etc., the following provisions apply to you in addition to those previously stated in this disclosure:

**Right to Receive Documentation of Pre-Authorized Payment:** INITIAL AUTHORIZATION: You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization.

**Notice of Varying Amounts:** If your pre-authorized payment varies in amounts, the party who will receive the payment is required to tell you 10 days before each payment when it will be made and how much it will be. You may agree with the person

being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Periodic Statement:** You will receive a monthly statement for each Account which was accessed by a pre-authorized payment.

**Right to stop Pre-Authorized Payment:** If you want to stop any pre-authorized payment, here's how:

Call us at (800) 300-9728 or write us at Water and Power Community Credit Union 1053 W. Sunset Blvd., Los Angeles, CA 90012-2134, in time for us to receive your stop request at least 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. If you stop payment on a pre-authorized payment from your Account(s) and that payment is a recurring debit, the stop only applies to a specific payment on a specific date for a specific amount. You are not revoking authorization for the person to be paid to receive payments from your Account. The stop payment order remains in effect until the earlier of the following occurs: a lapse of 6 months from the date of the stop payment order, payment has been stopped, or you withdraw the stop payment order. We may charge you a Stop Payment Fee as established in our Schedule of Fees and Charges.

**Right to Revoke Authorization of a Pre-Authorized Payment:** If you revoke the authorization for a person to make pre-authorized payments from your Account, you must sign an affidavit with us stating that you have notified the person receiving the payment that you have revoked authorization for the payment, to be made in a manner specified by the original authorization you signed. This must be done within 15 days before the payment will be made from your Account. You are thereby authorizing the Credit Union to revoke or cancel the entire pre-authorized third party arrangement to that third party payee. We may charge you a Revoked Authorization Fee as established in our Schedule of Fees and Charges.

**Our Liability for Failure to Stop Payment:** If you order us to stop your pre-authorized payments 3 business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

**Non-Sufficient Funds (NSF) Charge:** If your Account does not have sufficient funds to pay your pre-authorized payment(s), the request(s) for payment will be returned to the third party. Additionally, your Account will be charged a Non-Sufficient Funds Fee as established in our Schedule of Fees and Charges.

**ADDITIONAL DISCLOSURES APPLICABLE TO BANK BY PHONE**

If you requested and have been approved for use of the Water and Power Community Credit Union Bank by Phone the following provisions apply to you in addition to those previously stated in this Disclosure.

These services are available for your convenience 24 hours a day, seven days a week, with minor interruptions for end-of-day process or other malfunctions beyond our control.

**Confidentiality of PIN:** You agree to hold your PIN in strict confidence and you will notify the Credit Union immediately if the PIN is lost or stolen. If you disclose your PIN to anyone, you understand that you have given them access to your Account(s) via Bank by Phone and that you are responsible for any such transaction. You further understand that your PIN is not transferable.

If the wrong PIN is entered 3 times consecutively, Bank by Phone will hang-up as a security measure.

**Transactions Available:** You may use Bank by Phone by dialing 800-300-9728 to:

- Transfer funds from Checking to Savings and/or Money Market Account(s)
- Transfer funds from Savings to Checking and/or Money Market Account(s)
- Transfer funds from CashAccount Line-of-Credit to Checking or Savings and/or Money Market Account(s)
- Make payments from Checking or Savings to Loan Account(s) with us
- Transfer funds from Money Market to Savings and/or Checking Account(s)
- Get Information about:
  1. the Account balance of Checking or Savings and/or Money Market Account(s)
  2. the last quarter of transactions from Checking or Savings and/or Money Market Account(s)
- Additional transactions may be available. Call the Credit Union for information

**ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING (INTERNET HOME BANKING), BILL PAY AND MOBILE BANKING SERVICES**

You authorize us to charge your designated Account(s) for any transactions accomplished through the use of Bill Pay and Mobile Banking Service, including the amount of any recurring payment that you make, and we may charge you for this service.

**Online E-mail Communications:** You can communicate with us via electronic mail (e-mail) by logging on to our web site ([www.wpcu.org](http://www.wpcu.org)) and following the instructions for contacting us. However, you may only e-mail us general questions and not account information questions. We will not respond to account information related questions sent to us via e-mail. Also, you should not send us any confidential account information via e-mail. We will only respond to e-mail sent to us via our web site. You cannot perform transactions on your account via e-mail. You cannot request a stop payment or report an unauthorized transaction via e-mail; however, if you use Online Banking you can request a stop payment directly through Online Banking. Since these types of requests require expeditious handling, you must make these requests by calling or mailing us. You agree that we may take a reasonable amount of time to act on any e-mail we actually receive from you to which we agree to respond. Any information you receive from us in response to your e-mail questions is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to e-mails from the e-mail address we have on file for you. If you change your e-mail address, you must notify us in writing before your address changes.

If you sign up and are approved for the Online Banking service, unless you instruct us otherwise, and to the extent permitted by law, you agree that we may, at our discretion, send you communication in electronic form and that you will print a paper copy of all communications you receive from us in electronic form and retain them for your records. This would include legally required disclosures about your accounts with us, agreements concerning Online Banking and Bill Pay Service and periodic statements concerning your Account(s) with us. Any electronic message sent to you by us shall be considered as if sent by U. S. Mail, postage prepaid, and shall be considered received by you within 3 days of the date sent by us, even if you have not signed on to Online Banking within that time frame. If you want to revoke your agreements to receive communications from us in electronic form, you must mail us your revocation to Water and Power Community Credit Union, 1053 W. Sunset Blvd., Los Angeles, CA 90012-2134.

Online Banking and Bill Pay Services are computer banking services which will allow you to perform monetary transactions and account balance inquiries without assistance from our staff by using the Credit Union website and the password that we provide you. You will be asked to change the password through Online Banking at initial sign-on to this service.

Mobile Banking service allows you to perform monetary transactions and balance inquiries through a mobile (cellular) telephone. In order to access Mobile Banking, you must sign up for Online Banking service and have a mobile telephone device with an Internet connection. You will use your Online Banking password to login to Mobile Banking. If you wish to pay bills through Mobile Banking you must also sign up for the Bill Payer service through Online Banking.

WPCCU does not charge members for the use of the Mobile Banking Service. However, you may be subject to Internet and text message usage charges from your cell phone service provider. WPCCU is not responsible for such charges. Please check with your cell phone provider for information on their usage fees.

You understand that to use, Bill and Mobile Banking Service you must have internet access through an Internet Service Provider and internet browser software such as Netscape or Microsoft Internet Explorer on a PC or Macintosh. You understand that the Credit Union does not make any warranties on equipment, hardware, software of Internet Service Provider or any part of them, express or implied, including, without limitation, and 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 Service Provider, any related software, or the Credit Union's use of any of them or arising in any way out of the installation, use of maintenance of any personal computer hardware, software or other equipment.

**GENERAL INFORMATION ABOUT ONLINE BANKING (INTERNET HOME BANKING):** You may use Online Banking (Internet Home Banking) to:

- Transfer funds from Checking to Savings and/or Money Market Account(s)
- Transfer funds from Savings to Checking and/or Money Market Account(s)
- Transfer funds from CashAccount Line-of-Credit to Checking or Savings and/or Money Market Account(s)
- Make payments from Checking or Savings to Loan Account(s) with us
- Transfer funds from Money Market to Savings and/or Checking Account(s)
- Get Information about:
  1. the Account balance of Checking or Savings and/or Money Market Account(s)
  2. the last quarter of transactions from Checking or Savings and/or Money Market Account(s)
  3. Set up recurring transfers between accounts
- Additional transactions may be available. Call the Credit Union for information
- Download account history to hard drive or financial software
- Obtain stock quotes
- Pay most bills with Bill Payment Services
- Obtain Credit Union product and service information
- Place stop payments on checks you issued

General Information About Mobile Banking: Mobile Banking service provides the following services:

- Account Summaries

- Account Transaction History
- Account Transfers
- View due bills (eBills)
- Pay Bills
- View Pending Bill Payments
- Cancel Pending Bill Payments
- View Bill Payment Histories

However, services may be temporarily unavailable due to Credit Union record updating or technical difficulties. Each service is discussed further in this Agreement and Disclosure. There may be a dollar limit of \$9,999.99 (or the available balance in your Account(s) plus any overdraft line of credit available balance, whichever is less) on any payment or transfer. You authorize us to charge your designated Account(s) for any transactions accomplished through the use of Online Banking (Internet Home Banking), including the amount of any recurring payment that you make, and charge for this service. You authorize us to transfer funds electronically between your designated Account(s) according to your instructions initiated through Online Banking (Internet Home Banking).

#### **ONLINE BANKING PERSONAL COMPUTER AND MOBILE BANKING ELECTRONIC BANKING PASSWORD**

You understand that you cannot use Online Banking and Mobile Banking without a member identification number which we refer to as a Password.

You are responsible for the safekeeping of your Password and for all transactions made by use of Online Banking and Mobile Banking. You agree to notify us immediately by phone and send written confirmation if your Password is disclosed to anyone other than the joint owner of your Account(s). If you disclose your Password to anyone, however, you understand and agree that you have given them access to all your Account(s) via Online Banking and Mobile Banking and you are responsible for any such transaction. You further understand and agree that your Password is not transferable and you will not disclose it or permit any unauthorized use thereof.

**ILLEGAL, FRAUD, OR IMPROPER ACTIVITIES:** You agree not to use Online Banking, Mobile Banking or the Credit Union's web site for any illegal, fraudulent or improper activity including, but not limited to, illegal gambling or linking the Credit Union's web site to any other web site. If we or any Internet Service Provider suspects that you may be engaged or may have engaged in any illegal, fraudulent or improper activity, your access to Online Banking, Mobile Banking and the Credit Union's web site may be suspended without advance notice. You agree to cooperate with us to investigate any suspected illegal, fraudulent or improper activity. You agree that you will indemnify us and hold us harmless from any losses or exposures resulting from your illegal, fraudulent or improper activity.

**Bill Pay Services Agreement:** To use Bill Pay Services through Online Banking and Mobile Banking, you must receive a Password which will allow you to set up payment information. All payments you make through Bill Pay Service will be deducted from your designated Checking Account. Any payee you wish to pay through Bill Pay must be payable in U. S. Dollars. Each payee must appear on the payee list you create with us and the account you are paying must be in your name. You may not use Bill Pay Service to make payments to a federal, state or local government or tax unit, or to other categories of payees that we may establish from time to time.

You must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided by the payee). We endeavor to advise you of the anticipated payment date but we do not warrant payment will be received by the payee by the date we suggest. If you do not allow sufficient time for a payment to be received by a due date you assume full responsibility for all late fees, finance charges, or other actions taken by the payee. **IMPORTANT:** Payments may take up to 10 days to reach the vendor (payee), as they are sent either electronically or by check. The Credit Union is not liable for any service or late charges levied against you. You may make arrangements to pay certain recurring bills from your Checking Account.

Our Bill Pay vendor is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated merchant in accordance with this Disclosure. The Credit Union and our vendor are not liable for any damages you incur if you do not have sufficient funds in your Account(s) to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or our vendor.

We will send you a written notice of transactions we were unable 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 Bill Pay 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 properly instructed payment. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment.

We may charge your Checking 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 but we will notify you of any such refusal within 3 business days following receipt of your process instruction.

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 Service session is terminated. In order to request a stop payment or change a Bill Pay Service transaction designated, you must contact Bill Pay Service customer service,

If you cancel your Bill Pay Service subscription you must notify us in writing at:

Water and Power Community Credit Union  
1053 Sunset Boulevard  
Los Angeles, CA 90012-2134

You will be responsible for all payment instructions made prior to the termination and for all other applicable charges and fees. You must cancel all outstanding payment orders with the payee(s) before notifying us to terminate service.

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

**ACH AND WIRE TRANSFERS:** ACH and Wire Transfers you instruct us to make on your behalf are subject to Article 4A of the Uniform Commercial Code “UCC” – Funds Transfer, as adopted in California and Regulation J. If you originate funds transfer for which a Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we may rely on the identifying number to make the payment. We may rely on the number even if it identifies a financial institution, person or Account other than the one named. You agree to be bound by National Automated Clearing House Association Rules. These Rules provide, among other things, that payment made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the UCC. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry. If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment or credit.

I understand and agree that WPCCU will make every effort to expedite the transfer of funds for both domestic and international wires. Delays may arise in delivery to the beneficiary (recipient of funds) through no control of WPCCU. A Wire Transfer Request does not constitute a guarantee of funds delivery.

**CREDIT INFORMATION:** You authorize us to make, from time to time, such credit, employment and investigative inquiries as we deem appropriate in connection with the issuance and the use of your Card. We may furnish information concerning your account(s) or credit file to consumer reporting agencies and others who may properly receive that information and as otherwise provided in the any other agreement you may have with us.

**WAIVER AND SEVERABILITY:** You waive and release us from any obligations that could arise due to defenses, rights and claims you have or may have against any third party because of the use of the Card. We may delay enforcing our rights under this Disclosure without losing them. If we waive a provision of this Disclosure, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or to other provisions of the Disclosure.

If any part of this Disclosure is found to be inconsistent with any applicable law or regulation, then to the extent the law can be amended by contract, you agree with us that this Disclosure controls and that the law or regulation is amended by this Disclosure. A finding that any part of this Disclosure is invalid or unenforceable will not affect the remainder of this Disclosure.

**NOTICES:** Any notice sent to you by the Credit Union will be effective when mailed to your last known address as shown on the Credit Union records or, if you signed up for Online Banking, your e-mail address.

**OTHER AGREEMENTS:** Other agreement between you and the Credit Union controlling Savings Accounts and Checking Accounts continue to apply except to the extend expressly modified by this Disclosure.

**COPY RECEIVED:** You acknowledge receipt of a copy of this Disclosure and Agreement.

**APPLICABLE LAW:** This Disclosure and all agreements referenced herein shall be construed and governed in accordance with the laws of the State of California.

**NOTICE:** IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR CARD(S) IMMEDIATELY BY CUTTING IT IN HALF, AND RETURN IT TO WATER AND POWER COMMUNITY CREDIT UNION, 1053 W. Sunset Blvd., LOS ANGELES, CA 90012-2134. YOUR USE OF ANY SERVICES SET OUT HEREIN CONSTITUTES YOUR UNDERSTANDING AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.