



**Chaffey** Federal Credit Union

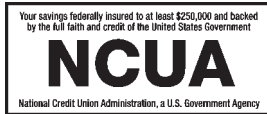
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## Electronic Services Disclosure and Agreement

**PLEASE KEEP THIS  
 BROCHURE FOR YOUR  
 RECORDS**

**THIS DISCLOSURE SUPERCEDES  
 ALL DISCLOSURES PRIOR TO THE  
 EFFECTIVE DATE SHOWN BELOW**

EFFECTIVE 2-1-10



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## ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

The words "I", "ME", "MINE", "MY", "US", and "OUR" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "YOU", "YOUR" and "YOURS", "Credit Union" and "CFCU" mean CHAFFEY FEDERAL CREDIT UNION.

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

At the present time, Chaffey Federal Credit Union participates in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; preauthorized deposit of payroll deduction; preauthorized deposit (Direct Deposit) of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized payments to a third party (for example, insurance premiums and mortgage payments); preauthorized transfers from another financial institution; "CAT" Chaffey Audio Teller; VISA® Debit Card; and automated teller machine (ATM) electronic funds transfer (EFT) services; transactions at a point of sale (POS) terminal whether or not an access device is used. Disclosure information for each service is given below and followed by general disclosure information applicable to all electronic services. I understand that the agreements, rules and regulations applicable to my Share Accounts, Checking Account, and any other applicable Account, remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement.

My acceptance, retention or use of the Visa Debit Card and/or an ATM Card or Personal Identification Number (PIN) constitutes an agreement between us and you as described below.

### CARDHOLDER AGREEMENT

If so designated on the Signature Card, I hereby apply to Chaffey Federal Credit Union for an ATM Card and/or VISA Debit Card (herein referred to as "Card") privileges and agree to all of the following terms and conditions.

1. The term "Card" means any VISA Debit Card or ATM Card subject to this Agreement as disclosed. The Card is the property of the Credit Union and I agree to surrender the Card to the Credit Union promptly upon demand. You may cancel, modify or restrict the use of the Card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of the Disclosure and Agreement (whether or not you suffered a loss) or where necessary to maintain or restore the security of my account(s) or the ATM system.
2. The Credit Union issues the Card for my use only. I assume responsibility for all transactions made through the Card to include access to any lines of credit or Share Accounts or Checking Accounts under this account number.
3. I will be assigned a Personal Identification Number (PIN). At no time will I reveal or make available, directly or indirectly, the Personal Identification Number to any other person.
4. Any loss or theft of the Card and/or PIN must be promptly reported to the Credit Union. I may report my ATM Card or VISA Debit Card by calling (909) 986-4552 or (626) 968-9329 during business hours.
5. The use of the Card is subject to regulations on Share Accounts, Checking Accounts, and any lines of credit. I agree not to withdraw funds in excess of the balance in my Share or Checking Account, including any agreed upon line of credit.
6. I agree to pay all fees or costs and authorize CFCU to withdraw any fees or costs or overdrafts created from any of my available accounts.
7. All deposits are credited subject to verification as required by applicable Federal regulations and my Account Agreement.
8. I agree that when I deposit a check, draft or other non-cash item, the Credit Union has the right to collect those funds before making the money available to me, as outlined in the Funds Availability policy.
9. Nothing in this Agreement shall be deemed to annul, limit or in any way modify any other obligation or relationship I may have with the Credit Union now or hereafter.

### ADDITIONAL DISCLOSURES APPLICABLE TO CARD TRANSACTIONS

**TRANSACTIONS AVAILABLE:** I may access my account(s) by ATM using my ATM Card and PIN or VISA Debit Card and PIN, to:

1. Make deposits to Checking or Share Account(s) only at CFCU and deposit taking CO-OP ATMs.
2. Get cash withdrawals from Checking, Share or Loan Account(s)
3. Transfer funds between Checking, Share and Loan Account(s)
4. Get information about Account balances.

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

I may use my ATM Card or VISA Debit Card in automated teller machines (ATMs) identified with a logo for any network or system as you may designate.

I agree to follow the instructions posted or otherwise given by you or any ATM network accessed by the ATM Card or VISA Debit Card.

**ACCOUNT ACCESS:** The ATM services made available to me depend on the type of account(s) I maintain.

**LIMITATION ON TRANSACTIONS:** You may make ATM cash withdrawals up to \$500 from each ATM's or POS transactions 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. ATM and POS withdrawals are subject to a combined maximum daily amount not to exceed \$2500.

**ADDITIONAL TRANSACTIONS AVAILABLE (VISA Debit Card):** In addition to the above I may use the VISA Debit Card and PIN to:

1. Withdraw cash from your Account(s) at ATMs, merchants, or financial institutions that display the logo of an ATM Network affiliated with the Credit Union.
2. Make PIN based purchases.

I may use the VISA Debit Card without the Access Code to:

1. Purchase goods or services at places that accept VISA Debit Cards.
2. Order goods or services by mail, internet or telephone from places that accept VISA Debit Cards.

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

Use of the VISA Debit 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, ATMs or others who honor the VISA Debit Card is an order by me for the withdrawal of the amount of the transaction from my Account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to my account. Each transaction with the VISA Debit Card will be charged to my Account on the date the transaction is posted to my Account.

When I use the VISA Debit Card to pay for goods or services at a merchant or Point-of-Sale terminal, or to obtain cash, I use it as a debit card and it works like a check I write on my account. My VISA Debit Card is not a credit card which means I may not defer payment of VISA Debit Card transactions.

When I use my VISA Debit Card, I must follow the merchant's or financial institution's rules and I may be asked to sign a sales slip. Some merchants may impose a fee for VISA Debit Card use and you will not be liable for that fee or if the merchant or financial institution refuses to accept my VISA Debit Card or VISA Debit Card number.

You may debit or place a hold on funds in my account(s) for a transaction either on the day it is presented to you for payment, by electronic or other means, or on the day you receive notice of the transaction, whichever is earlier.

If a merchant or financial institution requests an authorization for a transaction I want to conduct, you may place a hold on my account(s) for the amount authorized. As a result, I will not have access to the funds on hold, other than for the transaction authorized, until the hold expires.

I may not stop payment on a VISA Debit Card transaction. Furthermore, in the event of a dispute with a merchant, I may have to settle directly with that merchant. If the merchant misrepresents the quality, price or warranty of the goods or services in which I paid with my VISA Debit Card, I indemnify you of all damages and liability which results from the misrepresentation. If I breach or do not fulfill the terms of my agreement, I also indemnify you for all resulting damage and liability.

**LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (VISA Debit Card):** The following limitations apply to the use of the VISA Debit Card:

1. PIN BASED PURCHASES: I am limited to the amount on deposit in my Account and/or daily limit, whichever is less, for PIN based purchases.
2. SIGNATURE BASED PURCHASES: I am limited to the amount on deposit in my Account and/or daily limit, whichever is less.
3. There are no limitations to the frequency of VISA Debit Card transactions imposed by the Credit Union; however, there may be limitations imposed by the merchant or the terminal.

**CONFIDENTIALITY OF PIN:** I agree to hold my Personal Identification Number (PIN) in strict confidence, and I will notify the Credit Union immediately if the VISA Debit Card, or ATM Card, or PIN is lost or stolen. As a precaution I should:

1. Never write my PIN on my VISA Debit Card, or ATM Card or any material carried near or with my card.
2. Never let anyone else use my Card.
3. Never let anyone watch me use my Card or PIN at an ATM.

If I forget my PIN I may contact you and a duplicate will be issued at a charge set forth in your Fee Schedule.

I understand that the use of the PIN to access Credit Union accounts will acknowledge acceptance of the following terms and conditions:

1. The Credit Union registers the PIN for my use only. I assume responsibility for all transactions made through the systems.
2. The PIN is the property of the Credit Union and is subject to cancellation at any time. I may cancel my PIN privileges at anytime by notifying CFCU in writing at P.O. Box 660, Ontario, CA 91762.
3. I understand that the PIN which has been provided or which I have selected is personal and confidential. Therefore, I agree to take all reasonable precautions that no one else learns my PIN. At no time will I reveal or make available, directly or indirectly, the PIN to any other person.

- Any loss or theft of my PIN must be promptly reported by calling the Credit Union at (909) 986-4552. Once issued, the Credit Union does not maintain a record of the PIN selected; if the PIN is lost or stolen I must apply for a new PIN.
- The use of my PIN is subject to all agreements and regulations on Checking and Share Accounts. I agree not to withdraw funds in excess of the balance in my accounts, including any agreed upon line of credit.
- If a PIN is requested for a joint account, I agree to be jointly and severally liable under the terms of this Agreement.

**DEPOSITS:** I understand and agree that you accept funds deposited at an ATM subject to verification and collection, and receipts issued by an ATM are binding only after verification. Funds deposited by check may be unavailable for withdrawal until collected by the Credit Union. The delay will depend upon Credit Union policies as permitted by law, and I should refer to the Credit Union's Disclosure of Funds Availability Policy for details.

**FOREIGN TRANSACTIONS AND CHARGES:** Any international transaction is subject to an International Service Assessment (ISA) fee. If there is no currency exchange, the ISA fee will be .008% of the transaction amount. There will be a 1% ISA fee if the transaction involves a non-US currency exchange.

**OVERDRAFT TO A LINE OF CREDIT:** If I have a line of credit in conjunction with my Checking account, then I may use that line of credit to fund any overdraft on my ATM Card or Checking account caused by ATM access. Other than by the specific overdraft provision agreed to by me separately, I may not use my Visa Debit Card to overdraw my Checking account, my Regular Share Account, or my line of credit, unless applicable. However, if I do overdraw, I authorize you to cover the overdraft as follows:

- Overdrawn Checking Account: Withdraw funds from my Regular Share Account or make a cash advance from my line of credit, if any, or make a withdrawal from my other accounts, including accounts on which I am a joint owner.
- Overdrawn Regular Share Account: Withdraw funds from my Checking account or make a cash advance from my line of credit, if any, or make a withdrawal from my other accounts, including accounts on which I am a joint owner.
- Overdrawn Line of Credit: Withdraw funds from my Regular Share Account, Checking account or from my other accounts, including accounts on which I am a joint owner.

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

**DOCUMENTATION OF TRANSFERS:** I will receive a receipt at the time I make any transaction at an ATM. I should retain this receipt to compare with my statement. Also, I will receive periodic statements at least quarterly, and I will receive a monthly statement for any account which had Visa Debit Card activity during the month.

**ILLEGAL TRANSACTIONS:** I am prohibited from using my Visa Debit Card, my Card number or PINs for illegal transactions including, but not limited to, illegal internet gambling. I agree to indemnify the Credit Union for illegal transactions I conduct using my Visa Debit Card, the Card number or PIN.

#### NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For my own safety, be careful. The following suggestions may be helpful.

- Prepare for my transactions at home (for instance, by filling out a deposit slip) to minimize my time at the ATM or night deposit facility.
- Mark each transaction in my account record, but not while at the ATM or night deposit facility. Always save my ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare my records with the account statements I receive.
- Do not give my Card to anyone.
- Remember, do not leave my Card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of my Personal Identification Number (PIN). Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing me enter my PIN by using my body to shield their view.
- When I make a transaction, be aware of my surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany me when I use the facility, especially after sunset. If I observe any problem, go to another ATM.
- Don't accept assistance from anyone I don't know when using an ATM or night deposit facility.
- If I notice anything suspicious or if any other problem arises after I have begun an ATM transaction, I may want to cancel the transaction, pocket my Card and leave. I might consider using another ATM or coming back later.
- Don't display my cash. Pocket it as soon as the ATM transaction is completed and count the cash later when I am in the safety of my own car, home or other secure surrounding.
- The Credit Union wants the ATM and night deposit facility to be safe and convenient for me. Therefore, please tell the Credit Union if I know of any

problem with the facility. For instance, let you know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

#### DISCLOSURES APPLICABLE TO AT CAT (CHAFFEY AUDIO TELLER) AUDIO RESPONSE

By requesting CAT Audio Response I have requested that Chaffey Federal Credit Union provide a member selected confidential Access Code for access to your CAT Audio Response banking service. (This Access Code will be different from my CFCU ATM or Visa Debit Card PIN).

**GOVERNING DOCUMENTS:** My use of CAT is governed by this Disclosure and Agreement (and any application I sign for these programs) and any other agreements I have with you concerning the transaction I am conducting through these services such as a credit card, loan or line of credit agreement.

**MEMBER ACCESS AND RESPONSIBILITY:** When I instruct you through CAT to transfer funds between my accounts, I authorize you to transfer or withdraw the necessary funds from the account I designate. I agree not to instruct you to transfer funds from an account which has insufficient funds to complete the transaction and you may not complete the transaction unless there are available funds in the designated account.

**CAT SERVICE:** Service is available for my convenience 24 hours a day, seven days a week, with minor interruptions for system maintenance. Please note, references to Access Code refers to your CAT Access Code.

If the wrong PIN is entered three (3) times consecutively, CAT will restrict access. Please contact the Credit Union to restore access.

**TYPES OF TRANSACTIONS AVAILABLE:** I may use your CAT service in conjunction with my Access Code to make the following types of transactions on designated accounts: (a) telephone transfers of funds between my deposits accounts and/or loan accounts; (b) payments on my loan accounts; (c) inquiries on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) make inquiries on share/deposits transactions; (f) miscellaneous inquiries on Credit Union services that affect my account; (g) make inquiries on loan accounts that I may have with you; (h) obtain information about payroll deduction or direct deposit transactions; and (i) make inquiries on ATM and VISA Debit Card transaction. CAT operates 24 hours every day. If I attempt to use the system and are told that "the system is not available", please call back later when service is restored.

**VERIFICATION AND POSTING OF TRANSACTIONS:** Transactions made through CAT are binding only after verification by the Credit Union. Transactions occurring after normal business hours each day will be posted to the appropriate account(s) on the next business day after the date of such transaction.

**NOTE:** Credit Union checks are prepared for withdrawals requested on CAT only and will be mailed to my address of record. Checks will be mailed on the next business day.

**PERIODIC STATEMENT:** I will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has CAT activity during the month.

**ONLINE EMAIL COMMUNICATIONS:** I can communicate with you via electronic mail (email) by logging on to your website and following the instructions for contacting you. However, I may only email you general questions and not account information questions. You will not respond to account information related questions sent via email. Also, I should not send you any confidential account information via email. I cannot perform transactions on my account via email. I cannot request a stop payment or report an unauthorized transaction via email. Since these types of requests require expeditious handling, I must make these requests by calling or mailing you. I agree that you may take a reasonable amount of time to act on any email you actually receive from me. Any information we receive from you in response to your email question(s) is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. You are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision I make using this information. You will only respond to emails from the email address you have on file for me. If I change my email address, I must notify you in writing before my address changes.

**Electronic Statements "E-Statements"** is an additional service offered to Chaffey Federal Credit Union members. The disclosure outlining the terms and conditions of this service will be provided for me to review, accept and print for my records at the time I agree to use the service.

**Home Banking** is an additional service offered to Chaffey Federal Credit Union members. The disclosure outlining the terms and conditions of these services will be provided for me to review, accept and print for my records at the time I agree to use these services.

**Online Bill Payment** is an additional service offered to Chaffey Federal Credit Union members. The disclosure outlining the terms and conditions of these services will be provided for me to review, accept and print for my records at the time I agree to use these services.

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

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

**ACCOUNT ACCESS:** Preauthorized deposits, with the exception of payroll deductions, may be made to my Regular Share or Checking account(s) only.

**NOTIFICATION OF PREAUTHORIZED DEPOSITS:** If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (909) 986-4552 or (626) 968-9329 and you will advise me whether or not the preauthorized deposit has been made.

**DOCUMENTATION OF PREAUTHORIZED DEPOSITS:** I will receive a monthly statement for each month in which a deposit is made, but at least quarterly if no deposits are made.

**DIRECT DEPOSITS:** If, in connection with a direct deposit plan, you deposit any amount in an account, which should have been returned to the Federal Government for any reason, I authorize you to deduct the amount of your liability to the Federal Government from the account or from any other account I have with you, without prior notice and at any time, except as prohibited by law. You may also use any other legal remedy to recover the amount of your liability.

**DISCLOSURES APPLICABLE TO  
PREAUTHORIZED PAYMENT SERVICES**

If I have requested a preauthorized payment to a third party from any Credit Union account, the following information applies to me.

**ACCOUNT ACCESS:** Preauthorized payments may be made from my Regular Share or Checking account(s) only.

Right to receive documentation of preauthorized payment.

1. **INITIAL AUTHORIZATION:** I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.
2. **NOTICE OF VARYING AMOUNTS:** If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before each payment, when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.
3. **PERIODIC STATEMENTS:** I will receive a monthly statement for each month in which a transfer is made, but at least quarterly, if no transfers are made.

**RIGHT TO STOP PREAUTHORIZED PAYMENT:** If I want to stop any preauthorized payment, here's how:

Call you at (909) 986-4552 or (626) 968-9329, or send my request by mail to CHAFFEY FEDERAL CREDIT UNION, P.O. Box 660, Ontario, CA 91762-8660 in time for you to receive my stop request three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call or the oral stop pay order will cease to be binding. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, you will continue to honor the stop payment order and may suspend future payments to the payee until I authorize you to resume payments. To terminate the entire preauthorized payment arrangement with the payee, I must contact the payee. I can also notify you that the preauthorized payment has been terminated. I must sign an affidavit with you stating that I have notified the payee of the termination in the manner specified by the payee within fourteen (14) days of my oral notice to you, otherwise the oral notice will cease to be binding.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If I order you to stop one of my preauthorized payments three (3) business days or more before the transfer is scheduled and you do not do so, you will be liable for losses or damages, to the extent provided by law. There is a Stop Payment Fee as disclosed on the Fee Schedule, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

**GENERAL DISCLOSURES APPLICABLE  
TO ALL ELECTRONIC SERVICES**

**ERROR RESOLUTION**

**Business Day Disclosure:** Your regular business days are Monday through Friday, except federal holidays.

In case of errors or questions about my electronic funds transactions, telephone you at (909) 986-4552 or (626) 968-9329, or write you at Chaffey Federal Credit Union, P.O. Box 660, Ontario, CA 91762-8660 as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or transaction receipt. I must tell you no later than sixty (60) days after you sent me the FIRST statement on which the problem or error appeared, unless the error is on an ACH transaction. You must

hear from me no later than sixty (60) days from the date the ACH transaction posted to my account.

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

If I tell you orally, you may require that I send you my complaint or question in writing within ten (10) business days.

You will tell me the results of your investigation within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may instead take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will provisionally re-credit my account within ten (10) business days for the amount I think is in error so that I will have use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not re-credit my account.

If you decide that there was no error, you will send a written explanation to me within three (3) business days after you finish your investigation.

**EXCEPTION:** You have up to twenty (20) business days to provisionally credit my account, if the notice of error involves an electronic funds transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e. a new account). For new account transactions, foreign-initiated transactions, or point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), you may take up to ninety (90) calendar days to complete your investigation.

**POINT-OF-SALE TRANSFER EXCEPTION:** You will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers, other than a cash disbursement at an ATM. Except that if you determine that the circumstances or my account history warrant a delay, I will receive credit within ten (10) business days.

I may ask for copies of the documents that you used in your investigation.

**YOUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:** If you do not complete a transaction to my account on time or in the correct amount according to your agreement with me, you will be liable for my losses or damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Through no fault of yours, my account does not contain enough money (or sufficient collected funds) to complete the transaction.
2. The transaction requested would exceed an unused credit limit.
3. The automated teller machine where I am making the transaction does not have enough cash.
4. The automated teller machine, terminal or electronic system being used, was not working properly and I knew about the breakdown when I started the transaction.
5. Circumstances beyond your control (such as fire, flood, earthquake, electrical failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that you have taken.
6. My ATM Card, Visa Debit Card, PIN or CAT Access Code and password I provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is retained by you at my request, or my ATM Card PIN Visa Debit Card PIN and password has been repeatedly entered incorrectly.
7. Failure to complete the transaction, if done to protect the security of my account and/or the electronic terminal system.
8. You received incorrect or incomplete information from me or from third parties (e.g. U.S. Treasury, an automated clearing house or a terminal owner).
9. I am in default on an account I am attempting a transfer.
10. I fail to properly follow CAT instructions on how to make a transfer or payment.
11. There is a malfunction in my personal computer browser and/or software.
12. The transfer could not be completed due to system unavailability or a telecommunication or Service Provider failure.
13. There may be other exceptions.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.** You will disclose information to third parties about my account or transaction only;

1. Where it is necessary for completing a transaction.
2. To verify the existence and condition of my account for a third party, such as a credit bureau or merchant.
3. In order to comply with a government agency or a court order, subpoena or other legal document.
4. If I give you my written permission.
5. In your discretion, to your affiliates.

**ADDITIONAL DISCLOSURE APPLICABLE TO  
ELECTRONIC CHECK TRANSFERS**

If funds from my Accounts have been transferred via ACH where I have provided a paper check or check information to a merchant or other payee to capture the routing, Account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to me:

**Types of Available Transactions:** You may make transfers via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, Account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution.

**Account Access:** Electronic Check Transactions may be made from my Checking Account only.

**Limitations on Dollar Amounts of Transactions:** I may make Electronic Check Transactions only to the extent that I have available clear funds in my Checking Accounts or available funds in my designated overdraft sources.

**Overdraft to Line of Credit:** I understand that if I have an overdraft line of credit account in conjunction with my Checking Account, then I may use that line of credit to fund any overdraft on my Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Checking Account, my line of credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my line of credit account, if any.

**MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:** Tell the Credit Union AT ONCE if I believe my ATM Card, Visa Debit Card, PIN or CAT Access Code and password has been lost, stolen or discovered by an unauthorized person, or if I believe that an electronic fund transfer has been made without my permission. Telephoning is the best way of keeping my possible losses down. I could lose all the money in my account(s), plus my maximum line of credit. If I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00, if someone used my ATM Card, Visa Debit Card.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my ATM Card, Visa Debit Card PIN or CAT Access Code and password, and you can prove I could have stopped someone from using my CAT Access Code and password, without my permission if I had told you, I can lose as much as \$500.00.

Also, if my statement shows transfers that I did not make, including those made by Card, Code or other means, tell you AT ONCE. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days, if you can prove that you could have stopped someone from taking the money, if I had told you in time. I should also call the number or write to the address listed on the cover of this brochure if I believe a transfer has been made using the information from my check without my permission.

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

**EXCEPTION FOR CERTAIN VISA TRANSACTION:** Notwithstanding the above, I will have no liability for unauthorized transactions with my Visa Debit Card that are processed through VISA. If a transaction at an ATM is not processed through VISA (such as a cash withdrawal from my checking account) this exception will not apply. This exception will not apply to Visa Debit Cards issued outside the U.S. I must provide a written statement regarding any claim of unauthorized VISA Transactions.

**NOTICE REGARDING NON-VISA PINLESS DEBIT CARD TRANSACTIONS:** You allow non-Visa debit transaction processing. This means I may use my Visa® Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN to authenticate my transactions.

The non-Visa debit networks for which such transactions are allowed are the Star, Exchange, Plus, CO-OP and Accel networks.

Examples of the types of actions that I may be required to make to initiate a Visa transaction on my Visa Debit Card include a Visa transaction on my Visa Debit Card, signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions I may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having my identity verified using known information derived from an existing relationship with us instead of through the use of a PIN.

Please be advised that the terms and conditions of my agreement with use relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

If I have any questions about non-Visa debit transactions, please give us a call at (909) 986-4552.

\*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

If I authorize someone else to use my Visa Debit Card or PIN, I am responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what I authorize.

**REPORTING A LOST/STOLEN CARD AND/OR UNAUTHORIZED TRANSACTIONS:** If I believe my Visa Debit Card or CAT Access Code and password has been lost or stolen or that someone has transferred or may transfer money from my

account without permission, I must contact you. I may report my Visa Debit Card by calling (909) 986-4552 or (626) 968-9329 during regular business hours. After hours, Visa Debit Card only, (800) 554-8969 (Cardholder Services). If you are calling from outside the U.S. or Canada, call collect to (614) 564-5101. I may also write you at Chaffey Federal Credit Union, P.O. Box 660, Ontario, CA 91762-8660, ATTN: Card Services.

**FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES:** All charges associated with my electronic funds transactions are subject to the Chaffey Federal Credit Union Fee Schedule, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

**NOTICE REGARDING ATM FEES BY OTHERS:** If I use an automated teller machine (ATM) that is not operated by you, I may be charged a fee by the operator of the machine and/or by an automated transfer network. I may be charged a fee for a balance inquiry even if I do not complete a funds transfer.

**CHANGE IN TERMS:** The Credit Union may change any term and condition of this Disclosure and Agreement at any time, but the Credit Union will give me at least twenty-one (21) days' written notice of any change which would result in a greater cost or liability, or which would limit my access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation.

**COLLECTIONS:** I agree that the Credit Union shall be entitled to recover any money owed by me as a result of my use of ATMs or other "electronic services" and I agree to repay any withdrawals which create an overdrawn balance on any of my accounts. The Credit Union has security interest in my present and future shares or deposits and has the right to apply shares or deposits to any money I owe. If any legal action is required to enforce any provision of this Disclosure and Agreement or to recover money owed by me, I agree to pay all costs, including attorney's fees.

**TERMINATION OF ELECTRONIC SERVICES:** I may, by written request and by actually discontinuing use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. Termination by any one account owner will be binding on all account owners and you are not required to notify other account owners of the termination. Electronic services will automatically terminate if I close all of my accounts with you. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of my accounts or if any of my accounts are not in good standing. After suspension, electronic services may be reinstated, at your discretion, once there are sufficient funds in my accounts to cover any fees and other transfers and debits. You may terminate electronic services or my right to make electronic funds transactions at any time upon written notice. However, you reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of any account agreement have been breached by me or any of my accounts are not in good standing. Upon termination by me or you I will cut and return to you all cards issued in connection with this Agreement. Termination of electronic services does not terminate my accounts or agreements with you and will not affect my authorization for transfers and payments made prior to termination.

**VERIFICATION:** All transactions affected by use of the ATM Card, Visa Debit Card and PIN, CAT, which would otherwise require my signature or other authorized signature, shall be valid and effective as if signed by me when accomplished by use of the ATM Card, Visa Debit Card and PIN, CAT Access Code.

**REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS:** During any month, I may not make more than six (6) withdrawals or transfers from my Savings accounts to another credit union account of mine or to a third party by means of a preauthorized or automatic transfer or telephonic (such as CAT, fax or personal computer) order or instruction. I may make an unlimited number of withdrawals from or transfers among, my Savings accounts by mail, messenger or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Share Accounts through CAT, if I request that you send me a check. Transfers in excess of the above limitations may not be honored.

**ACH AND WIRE TRANSFERS:** ACH and Wire Transfers I instruct you to make on my behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and Regulation J. If I originate a funds transfer for which Fedwire is used, and I identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, you and every receiving or beneficiary financial institution may rely on the identifying number to make payment. You may rely on the number even if it identifies a financial institution, person or account other than the one named. I agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payment made to me, or originated by me, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If you receive a credit to an account I have with you by Fedwire or ACH, you are not required to give me any notice of the payment order or credit.

**NOTICES:** Any notice sent to me by the Credit Union will be effective when mailed to my last known address as shown on the Credit Union records.

**PROVISIONAL PAYMENT DISCLOSURE:** Credit given by you to me with respect to an automated clearing house credit entry is provisional until you receive final settlement for such entry through a Federal Reserve Bank. If you do not receive such final settlement I am hereby notified and agree that you are entitled to a refund of the amount credited to me in connection with such entry, and the party making payment to me via such entry (i.e. the originator of the entry) shall not be deemed to have paid me in the amount of such entry.

**NOTICE DISCLOSURE:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account, you are not required to give next day notice to me of receipt of an ACH item and you will not do so. However, you will continue to notify me of the receipt of payments in the periodic statements you provide to me.

**CHOICE OF LAW DISCLOSURE:** You may accept on my behalf payments to my account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and my 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 the National Automated Clearing House Association, which are applicable to ACH transactions involving my account.

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

**OTHER AGREEMENTS:** Other Agreements between me and the Credit Union controlling Share Accounts and Checking accounts continue to apply, except to the extent expressly modified by this Disclosure and Agreement.

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

**NOTICE: IF I DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, I WILL DESTROY MY ATM CARD OR VISA DEBIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND WILL RETURN IT TO CHAFFEY FEDERAL CREDIT UNION, P.O. BOX 660, ONTARIO, CA 91762-8660.**