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## Electronic Services Disclosure and Agreement

### ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

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**IMPORTANT DOCUMENTS  
 PLEASE KEEP FOR  
 YOUR RECORDS**

**EFFECTIVE 6-1-07**



# ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

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

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

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

## GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

**Business Day Disclosure.** Your business days are Monday through Friday, except legal federal holidays. Your business hours are 9:30 a.m. to 5:00 p.m. Mon.-Thurs. and 9:30 a.m. to 6:00 p.m. on Fridays. ATMs, Point-of-Sale and the FastTeller Telephone Banking System and “Foothill@Home” Personal Computer Electronic Banking and Bill Payment are generally open, but not always accessible, 24 hours a day, 7 days a week.

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

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

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

Telephone you at: (626) 445-0950

or write you at: P.O. Box 660130  
Arcadia, CA 91066-0130

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

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

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

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

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

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

You will tell me the results of your investigation within three (3) business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

You will send me a written explanation of the results of your investigation within three (3) business days after you finish your investigation, whether or not you decide there was an error. You will tell me if you are reversing a provisional credit. I may ask for copies of the documents that you used in your investigation. If you reverse a provisional credit, you will pay all items that overdraw your account for five business days after you send me the notice without imposing an overdraft fee. However, you can charge an overdraft fee for any item that overdraws my account by more than the amount of provisional credit. And after the five-day period, you will charge an overdraft fee on all overdrafts. I agree to immediately restore any amounts by which your account is overdrawn upon your written demand.

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

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

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

**Charges for Electronic Funds Transaction Services.** All charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges which accompanies this Disclosure and Agreement. If I request a copy of the documentation relative to an ATM or ATM & Debit Card transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my Checking or Share Account.

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

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

**Termination of Electronic Funds Transaction Services.** I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice. If I ask you to terminate my account or the use of the CashCard, Debit Cards

or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

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

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

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

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

**Account Access.** Preauthorized deposits may be made to my Share Account(s).

**Notification of Preauthorized Deposits.** If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (626) 445-0950 and you will advise me whether or not the preauthorized deposit has been made.

**Documentation of Preauthorized Deposits.** I will receive a monthly account statement for each month in which a preauthorized deposit is made.

### **ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES**

If I have requested a preauthorized payment to a third party from my Credit Union Checking or Savings Account, the following applies to me.

**Account Access.** Preauthorized payments may be made from my Checking Account only.

#### **Right to Receive Documentation of Preauthorized Payment.**

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

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

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

**Right to Stop Preauthorized Payment.** If I want to stop any of the preauthorized payments, I must call you at (626) 445-0950, or write you at P.O. Box 660130 Arcadia, CA 91066-0130 in time for you to

receive my stop request no less than 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. You will charge me for each stop payment order I give. Such stop payment notice will apply only to that particular payment. If I have given you a request to revoke the entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

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

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

### **ADDITIONAL DISCLOSURES APPLICABLE TO FAST TELLER ELECTRONIC TELEPHONE BANKING**

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

#### **Types of Available Transactions.**

I may use my account number and PIN to:

1. Make transfers between my accounts;
2. Make inquiries regarding account balances and transaction history;
3. Make withdrawals from my accounts;

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

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

1. Account withdrawals through FastTeller are unlimited, to the extent I have clear funds available in my account or from my Line of Credit.

**Personal Identification Number (PIN).** I understand that I cannot use FastTeller without a secret code, which you refer to as a FastTeller PIN, and that I will receive my FastTeller PIN by separate mail or I may select my PIN at your office. I am responsible for the safekeeping of my FastTeller PIN and for all transactions made by use of FastTeller and my FastTeller PIN.

I will notify you immediately and send written confirmation if my FastTeller PIN is disclosed to anyone other than the joint owner of my account. If I disclose my FastTeller PIN to anyone, however, I understand that I have given them access to my account via FastTeller and that I am responsible for any such transactions.

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

### **ADDITIONAL DISCLOSURES APPLICABLE TO "FOOTHILL@HOME" PERSONAL COMPUTER ELECTRONIC BANKING AND BILL PAYMENT SERVICE**

"Foothill@Home" Personal Computer Electronic Banking is your home banking service that allows access to my accounts through the use of a personal computer or remote computer terminal, communications software, a modem and my own selected "Foothill@Home" Personal Computer Electronic Banking PIN, also known as access code.

Bill Payment Account Access and for access to "Foothill@Home" Personal Computer Electronic Banking is available for Bill Payment and for access to my Savings Account, Checking Accounts, Money Market Account and Personal Line of Credit Account and most other savings account(s) and loan account(s) using my PIN/Access Code.

All disclosures will be furnished at the time I sign up for these electronic services through your website.

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

If I requested that you issue me a CashCard or Debit Card to be used to transact business at any of your proprietary ATMs or any ATM on "Shared Network" ATMs such as The CO-OP®, STARsm, Cirrus® and Maestro or a MasterCard ATM then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) which you will provide.

#### **Types of Available Transactions and Limits on Transactions.**

Types of available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), (such as, for example, withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction". In addition, transactions at certain ATMs on the systems which are owned by you may be subject to a transaction fee charged by the owner of the terminal.

**Account Access.** The ATM services which you make available to me and which are covered by this Disclosure and Agreement are:

1. Deposits to my Share Account and Checking Account at your proprietary ATM(s) or at ATM(s) displaying a CO-OP® logo.
2. Withdrawals from my Share Account and Checking Account at your proprietary ATM(s) or CO-OP®, STARsm, Cirrus® and Maestro ATMs;
3. Transfers from my Share Account to my Checking Account within the same account number at your proprietary ATM(s) and some shared network ATMs;
4. Loan payments made by cash, check or by transfer of funds from my Share Account or Checking Account at your proprietary ATM(s) (and some shared network ATMs);
5. Advances on my Line of Credit Account at your proprietary ATM(s) only;
6. Advance on my MasterCard line using a MasterCard Credit Card at ATMs displaying the MasterCard logo.

- Balance inquires at your proprietary ATM(s) and at the CO-OP®, STARsm, Cirrus® and Maestro ATM's;
- The purchase of up to \$300.00 of American Express Travelers Cheques with money from my Checking Account at a cost of 1% (\$1.00 minimum) of the total face value plus a \$1.00 fee. This service is available at American Express Travelers Cheque Dispensers only.

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

Unless otherwise noted, the above services are generally available at ATMs on the CO-OP® Network, Maestro, STARsm and Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs. Also, transactions at a Shared Network System terminal may be subject to a Network Transaction Fee and/or a terminal use fee charged by the operator of the terminal. You are not responsible for fees charged at terminals not owned and/or operated by you.

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

- Withdrawals from most ATMs are limited to a maximum \$300.00 per day. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, at your sole discretion.
- Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at the CO-OP®, STARsm, Cirrus®, Maestro, and Shared Network machines is generally \$20.00.
- For security reasons, in the event my CashCard, MasterCard Credit Card, Debit Card or PIN is lost or stolen, there are limits on the dollar amount of transactions I can make on the ATM System.

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

**Overdraft Line of Credit.** I understand that if I have an overdraft Line of Credit in conjunction with my checking Account, then I may use that Line of Credit to fund any overdrafts caused by ATM access. I understand that I may not otherwise use my CashCard and/or Debit Card to overdraw my Share Account or Checking Account, or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft as follows:

- Overdrawn Savings Account.** You may withdraw funds from my Checking Account or make a cash advance from my Line of Credit Account, if any, or make a withdrawal from other accounts including accounts on which I am a joint owner.
- Overdrawn Checking Account.** You may make a cash advance from my Line of Credit Account, if any, or withdraw funds from my Share Account or make a withdrawal from other accounts including accounts on which I am a joint owner.
- Overdrawn Line of Credit.** You may withdraw funds from my Share Account or Checking Account, or other accounts including accounts on which I am a joint owner.

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

However, if I do overdraw, I agree to pay Foothill FCU, your overdraft charge as determined by you from time to time, for each purchase presented to you or each ATM transaction for which payment would overdraw the account. If you elect to pay any such purchase or ATM transaction, I shall immediately, without demand, pay you the amount of any overdraft. If I owe you money and do not pay you as agreed, the law grants you the right to set-off, that is, the right under certain circumstances, to use funds I have on deposit with you to pay any debts I owe you, other than a debt arising under a credit card. You may apply all funds in a joint tenancy or single account to satisfy a debt owed to you.

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

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

**Safety at the ATM.** I understand that I should use caution at all times when using an ATM. Some precautions I can take are: observe the area for anything unusual or suspicious; lock my vehicle when I leave it; have my CashCard or Debit Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the ATM; avoid counting my cash at the ATM; lock the doors and roll up all but the driver's window when using a drive-up ATM. If I feel unsafe for any reason, I should leave the area immediately.

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

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

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

**ADDITIONAL DISCLOSURE APPLICABLE TO  
CASHCARD OR DEBIT CARD WHEN USED  
AT A POINT OF SALE DEVICE**

**Types of Available Transactions and Limits on Transactions.** By use of my CashCard or Debit Card and PIN, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

**Account Access.** I may use my Card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card and/or pay for purchases from merchants, financial institutions and others who honor the Card. The Credit Union is not liable for the refusal or inability of any electronic terminal, merchant or financial institution to honor the Card, to complete a withdrawal from my account or for their retention of my Card. My Card and/or account may not be used for any illegal activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on the Internet that involve 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, I will still be responsible for such charges.

**Limitations on Frequency and Dollar Amounts of Transactions.** The transaction amount including any charges imposed by the merchant or financial institution is deducted from the checking account I have designated for use with my Card. You may debit or place a hold on my account for 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 other financial institution requests an authorization for a transaction, you may place a hold on funds in your account for up to five (5) days for the authorized transaction amount. As a result, I will not have access to the funds on hold other than for the transaction authorized for the period of the hold.

I may make cash advances and purchases only to the extent that I have available funds in my checking Account plus available funds in my overdraft Line of Credit up to a maximum daily limit of \$1,000.

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

**Stop Payment.** I may not stop payment on a debit transaction made with my Card. If I have a problem with the quality of property or services that I have purchased with my Card, I will have to settle it directly with the merchant.

**Returns and Adjustments (Debit Card).** Merchants and others who honor Debit Cards may give credit for returns or adjustments, and they will do so by sending you a credit that you will post to my Checking Account.

**Foreign Transactions:** Purchases, cash advances and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by 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 the

government-mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, I am responsible for the differences.

**ADDITIONAL DISCLOSURES APPLICABLE TO  
ATM ELECTRONIC FUNDS TRANSACTIONS,  
POINT OF SALE TRANSACTIONS AND FAST  
TELLER ELECTRONIC TELEPHONE BANKING  
TRANSACTIONS AND "FOOTHILL@HOME"  
PERSONAL COMPUTER ELECTRONIC BANKING**

**Right to Receive Documentation of Transactions:**

1. Transaction Receipt. I will receive a receipt at the time I make an ATM or Point of Sale transaction. I should retain this receipt to compare with my statement from you.
2. Periodic Statement. I will receive a monthly statement (unless there are no transactions in a particular month), for the account(s) which I have accessed using the ATMs, Point-of-Sale terminals, FastTeller or "Foothill@Home Personal Computer Electronic Banking," which will show the calendar date that I initiated the transaction, the type of transaction and the type of account(s) accessed by the transaction, and the amount of transactions occurring in that statement period. I will get a statement at least quarterly.

**My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.**

I must tell you AT ONCE if I believe my CashCard, ATM & Debit Card, MasterCard Credit Card, or my "FastTeller" Telephone Banking, Foothill@Home Personal Computer Electronic Banking, CashCard, CheckCard or MasterCard Credit Card PIN/Access Code (collectively "card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my Card or PIN has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my Card or PIN without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Card(s) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or PIN(s) without my permission if I had told you, I could 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, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time. 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.

You may require me to provide a written statement regarding claims of unauthorized transactions. My liability may be lower in cases of fraud based on current MasterCard Inc. Operating regulations.

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

**Telephone Number and Address to be Notified in Event of an Unauthorized Transaction.**

If I believe my Card or PIN has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must

Telephone you at: (626) 445-0950  
or (800) 754-4128 for Debit Cards

or write you at: P.O. Box 660130  
Arcadia, CA 91066-0130

**Wire Transfer Services.** I authorize you, Foothill Federal Credit Union to transfer funds (a funds transfer) as shown on the front of a Payment Order. Your charges for the funds transfer are disclosed in your Fee Schedule. Other banks involved in the funds transfer may impose additional charges.

You may fail to act or delay action on a payment order without any liability because of legal constraint, my negligence, interruption of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond your control. We may also fail to send or delay a payment without any liability if sending the order would violate any guideline, rule or regulation of any government authority.

You are not liable for consequential, special or exemplary damages or losses of any kind.

I have no right to cancel or amend the Payment Order if I ask you to cancel or amend it, you make a reasonable effort to act on my request. But you are not liable to me if for any reason the Payment Order is not amended or canceled. I agree to reimburse you for any cost, losses or damages you incur in connection with my request to amend or cancel the Payment Order.

You have cutoff times for processing Payment Orders. Orders received prior to 12:30 p.m. will be same day transmitted. If I give you the Payment Order after the cutoff time, you may treat the Payment Order as if you received it on your next business day. Funds transfer business days will include all normal business days of Foothill Federal Credit Union.

I must accurately identify beneficiaries of my Payment Order. If I give you the name and account number of a beneficiary, you and other banks may process the Payment Order based on the account number alone, even though the number may identify a person other than the beneficiary named. If I give you the name and identifying number of a bank, you and the other banks may process the Payment Order based on the bank's identifying number alone, even though the number may identify a bank other than the bank named. In these cases, I am still obligated to pay you the amount of the Payment Order.

Fedwire is the funds transfer system of the U.S. Federal Reserve Bank. You or other banks involved may use Fedwire to make the funds transfer. If any part of the funds transfer is carried by Fedwire, my rights and obligations regarding the funds transfer are governed by regulation J of the U.S. Federal Reserve Board.

When I issue a Payment Order, the security procedure involves use of identification methods that may involve, photo identification, signature verification or original signature and/or call back procedure by Foothill Federal Credit Union.

I authorize Foothill Federal Credit Union to debit my account to pay for the funds transfer. You notify me about the funds transfer by listing it on my statement. I must send you written notice, including a statement of relevant facts, within 14 calendar days after I receive the first accounting statement on which any unauthorized or erroneous debit to my account, or any other discrepancy between my records and ours appear. If I fail to notify you within this 14-day period, you are not liable, or obliged to compensate me, for any loss or interest or interest equivalent because of an unauthorized or erroneous debit.

**AUTOMATED CLEARING HOUSE (ACH) SERVICES**

**Provisional Payment.** 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 (i.e., the originator of the entry,) via such entry shall not be deemed to have paid me the amount of such entry.

**Notice of Receipt.** 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.** You may accept on my behalf payments to my account which have been transferred through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and my right and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account.

**Right to Receive Documentation of Pre-Authorized Payment:**

1. **Initial Authorization:** I can get copies of the pre-authorized payment documentation from the third party being paid at the time I give them the initial authorization.
2. **Notice of Varying Amounts:** If my pre-authorized payment varies in amount, the party who will receive the payment is required to tell me ten days before each payment, when it will be made and how much it will be. I may choose instead 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 Statement:** 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 Revoke Authorization of a Pre-Authorized Payment.** If I revoke the authorization for a company to make pre-authorized payments from my account, I must sign an affidavit with you stating that I have notified the receiving company that I have revoked authorization for the payment to be made in a manner specified by the original authorization I signed. I am authorizing the Credit Union to revoke or cancel the entire pre-authorized third party arrangement to that third party payee.

**Right to Stop Payment.** If I have told you in advance to make regular payments out of my account, I can stop any of these payments. Call

you at 626/445-0950 or write to you at P.O. Box 660130, Arcadia, CA 91066-0130, in time for you to receive my stop request three business days or more before the payment is scheduled to be made. If I call, you will require me to put my request in writing and get it to you within 14 days after I call, or the oral stop pay order shall cease to be binding. The stop payment order remains in effect for six months after the date the request is received.

**Your Liability for Failure to Stop Payment.** If I order you to stop my pre-authorized payments three business days or more before the transaction is scheduled and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

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

### **ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

If funds from my account 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 your 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.

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

#### **Regulation "D" Restrictions on Electronic Funds Transactions.**

Preauthorized, automatic or telephone withdrawals or transfers from Share Accounts are limited to no more than six (6) transfers in each calendar month. No more than three of the six withdrawals or transfers may be made by check, share draft or other order.

However, I may make an unlimited number of withdrawals from or transfers among my own Share 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 the Credit Union's FastTeller System, "Foothill@Home Personal Computer Electronic Banking", Bill Payment or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

**Verification.** All transactions affected by use of the ATMs, FastTeller Telephone Banking System, "Foothill@Home Personal Computer Electronic Banking", Bill Payment or other electronic transaction contemplated hereunder 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 CashCard or Debit Card and CashCard or Debit Card PIN or FAST Teller PIN or "Foothill@Home Personal Computer Electronic Banking" PIN or as otherwise authorized under this Disclosure and Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy". Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in the posting of a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number and where I want my deposit to go. If I make a deposit to my Checking Account with you, the Checking deposit slip should be included.