

*Additional Disclosures Applicable to Foothill's Mobile Banking Services –  
Payments and Transfers Made Through PayPal*

**PayPal Access Through Foothill's Mobile Banking**

Foothill Credit Union provides you the ability to initiate payments or transfers from your checking account using PayPal to a third party during a mobile banking session. By agreeing to use the PayPal Services, you are able to send money via mobile banking to others via a cell phone number or email address through the PayPal network.

**Initiating a Payment**

When a PayPal payment/transfer transaction is initiated, the funds are immediately withdrawn from your account for transfer and credit to PayPal to provide the funds to the directed recipient. You agree that such requests constitute your authorization for Foothill Credit Union and PayPal to make the payment/transfer. Once you have provided your authorization for the payment/transfer you may not be able to cancel the electronic payment/transfer that has been claimed by the recipient. Foothill may, at any time, decline to effect any fund payment/transfer that we believe may violate applicable law or Foothill Credit Union's policies or procedures.

Sending a PayPal payment/transfer does not require having a PayPal account; however, the payment/transfer recipient must have an active PayPal account or open a PayPal account within thirty (30) days of the payment/transfer initiation.

**Refused and Refunded Transactions**

When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal or Foothill Credit Union liable for any damages resulting from a recipient's decision not to accept a payment/transfer made through this service. We will return any unclaimed, refunded or denied payment/transfer to your account within forty-five (45) days of the date you initiate payment/transfer. If a payment/transfer is unclaimed, denied or refunded for any reason, we will return the money to your account.

**Your Personal Data**

Your personal data may be shared with PayPal to verify or confirm your identity and to process your transaction. This data may include your name, Social Security Number, mailing address, email or cell number.

**Transaction History**

You may view your transaction history by logging in to Foothill Credit Union's Online or Mobile Banking and looking at your account history. Your history is also available on the periodic statements we provide you.

## **Eligibility**

To be eligible for the PayPal Service, you must have a qualified checking account for any payment/transfer processed through the PayPal Service. The service may be revoked at any time by Foothill Credit Union without any further notification and any transfers scheduled may be cancelled at any time in the event of misuse, fraud, abuse and/or any other violations of regulations as described in this disclosure.

Foothill Credit Union reserves the right to refuse to complete any transfer or payment/transfer. Foothill Credit Union also reserves the right to screen PayPal payment/transfer recipients and reject or cancel the payment/transfer as mandated by Federal or other law. Foothill Credit Union may discontinue offering this service at any time without any prior notification.

## **Fees Associated With the PayPal Service**

You are responsible for any fees incurred due to the PayPal service; these fees include Non-Sufficient Funds, Courtesy Pay and Overdraft Transfer. For a full listing of fees please visit [www.foothillcu.org](http://www.foothillcu.org)

Fees may be charged to the recipient of the payment as described in the recipient's agreement with PayPal.

## **Limitations on Frequency and Dollar Amount of the PayPal Service Transactions**

PayPal payments/transfers may be scheduled at any time not to exceed the limits as set by Foothill Credit Union. Limits may be imposed on the amount of money you can send through the PayPal Services. We may at our discretion adjust your account limits without any prior notice.

## **Security**

You are responsible for obtaining, installing and operating all software, hardware and other equipment necessary for you to use the PayPal Service. This responsibility includes utilizing up-to-date web browsers, iPhone software and the most current Foothill Credit Union iPhone Application, anti-virus, ant-spyware and internet security software. You are responsible for obtaining internet services via an internet services provider. You are responsible for any fees imposed by the internet services provider and any additional services provided by the service provider.

You are responsible for protecting and keeping confidential your account number, PIN, User Name, password, or any other means of accessing your account. The loss, theft or unauthorized use of this information could cause the loss of some or all of the money in your account, plus any amount available in any overdraft source. If you disclose your account number, PIN, User Name, password or any other means of accessing your account to any other person or entity, you assume all risks and losses associated with the disclosure of the information.

If you believe someone may attempt to use or has used the PayPal Service without your permission, or any unauthorized use or security breach has occurred, you agree to notify Foothill Credit Union immediately at (626) 445-0950.

**Limitation of Warranty and Liability**

YOU UNDERSTAND THAT WE DO NOT MAKE ANY WARRANTIES AS TO THE PAYPAL SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR USE OF THE PAYPAL SERVICE.

By accepting this Agreement and by using the PayPal Service, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of the PayPal Services. Please read this Agreement carefully before accepting. Foothill Credit Union may amend these terms, and modify or cancel the PayPal Service, from time to time without notice, except as may be required by law. Any deposit account accessed through this service is also subject to the Account Disclosures and Regulations contained within the Truth in Savings and Electronic Services Disclosures. You should review the Disclosures carefully, as it may include transaction limitations and fees which might apply to your use of the PayPal Services.