



**Foothill Federal Credit Union
Applicable Online Banking
Electronic Banking, Bill Payment, ESIGN and eStatement Disclosure**

Effective: September 1, 2021

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean each and all of those who use Online Banking Personal Computer Electronic Banking, the electronic services described in this Disclosure and Agreement. The words "you," "your," "Credit Union" and "yours" mean Foothill Federal Credit Union. My use of 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 this electronic funds transfer service. I have previously received your complete Electronic Funds Disclosure and Agreement describing all the electronic services offered by you, the terms and conditions of which remain in effect.

By the use of Online Banking, I am consenting to the electronic delivery to me by you of this Disclosure and Agreement and any other information related to this service with the exception of the PIN as subsequently described herein. For my records, you recommend that I print and retain a copy of this Disclosure and Agreement.

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

Your business days are Monday through Friday, except legal federal holidays. Your business hours are 9:00 a.m. to 5:00 p.m. Monday – Friday and Saturday's 9:00 a.m. – 1 p.m. Online Banking and Mobile Banking are generally available 24 hours a day, 7 days a week. 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 or 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:

FOOTHILL CREDIT UNION

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

You will determine whether 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 within 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 ten (10) business days, you may not credit my account.

For an electronic fund transfer 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 within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. 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 properly complete an electronic funds transaction to 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;
5. Online Banking Personal Computer Electronic Banking or Mobile Banking was not working properly and I knew about this breakdown when I started the transaction;
6. Online Banking Password has been repeatedly entered incorrectly;
7. The transaction would exceed my Line of Credit limit;
8. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
9. 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 follows this Disclosure and Agreement. 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 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 or transfer such funds by Online Banking or Mobile Banking. For further details, see your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

Right to Receive Documentation of Transactions

Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using the Online Banking, Mobile Banking or any other electronic service which will show the calendar date that I initiated the



electronic transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers 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 Online Banking access code has been lost or stolen. 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 access code 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 access code without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my access code and you can prove you could have stopped someone from using my PIN 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 made available 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 this disclosure 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) kept me from telling you, you will extend the time period.

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

If I believe my access code 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 write you at: FOOTHILL CREDIT UNION, P.O. Box 660130, Arcadia, CA 91066-0130.

Regulation "D" Restrictions on Electronic Funds Transfers

Regulation D has been suspended by the government for the foreseeable future. The Preauthorized, automatic or telephone withdrawals or transfers from Savings 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 Savings Accounts through FastTeller, Online Banking 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.

Termination of Electronic Funds Transaction Services. I may, by written request, terminate 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 Online Banking, I will remain liable for subsequent authorized transactions performed on my account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Online Banking. 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 electronically

Additional Disclosures Applicable to Online Banking

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

Bill Pay Account Access and for access to Online Banking 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 Password.

Online Banking Personal Computer Electronic Banking and any of its features are made available only to authorized signers. This includes addition features such as Interbank Transfers, Bill Pay and eAlerts.

Access is a privilege and may be revoked at any time without notice in the event of suspicion of fraud or inactivity as determined by you or reported by me.

eStatement

By clicking on the Subscribe button I am requesting and agree to receive my periodic account statement electronically and will not receive a paper statement until specifically requested by me. If I wish to receive a paper statement, I can do so by clicking on the Unsubscribe button within Online Banking, which is an option in the eStatements widget. The Credit Union may update or delay any or all services referenced in this Agreement to provide cost effective service and security.

I consent to receive all other notifications electronically when they become available by clicking on the accept button. I am also requesting and agree to receive other notifications electronically such as, NSF notifications, CD mature notifications, late loan payment notifications, loan payment change notifications, Account Agreement and Disclosure revisions, change in terms notifications, etc. as they become available electronically.

You will attempt to notify me through my email address when an eStatement is available for viewing through Online Banking. You use the email address provided in Online Banking to send my eStatement notifications. I am responsible for notifying you of the email address I wish to receive eStatement notifications (eStatements widget of Online Banking to change an email address). If you learn that I am no longer receiving my email notifications (for example, an email to me is returned as undeliverable), you may discontinue sending eStatement notifications. You are not obligated to verify that I am receiving eStatement notifications or accessing my eStatements.

You will not be responsible for any loss, damage or injury whether caused by the equipment, software and/or Online Banking, nor shall you be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of my equipment, software and/or Online Banking, except where the law requires a different standard. You do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties or merchantability. You also accept no responsibility for my email address or for anyone accessing my emails.

ESIGN Member Consent to Use Electronic Signatures and Documents

This disclosure contains important information that you are entitled to receive before you consent to receive electronic disclosures about Foothill Federal Credit Union's products and services and to access Foothill Federal Credit Union's products and services electronically via digital banking.

We are required to provide disclosures, notices, receipts, statements, and other communications to you related to Foothill Federal Credit Union's products and services that you may access via our mobile and online banking platforms, and you have the right to receive this information in paper. We may provide this information to you electronically or digitally only if we provide this Foothill FCU ESIGN member consent to use Electronic Signatures and Documents disclosure to you and obtain your consent to receive electronic documents, use electronic signatures, and conduct transactions electronically.

1. Agreement to receive communications in electronic form. By agreeing to this Disclosure, you consent to receive all Communications related to Foothill FCU's products and services electronically or digitally. Your consent remains in effect until you give us notice that you are withdrawing it. At times, we may still present you with paper disclosures or



other communications that contain important information about your account, and you should continue to review any correspondence that we mail to you.

"Communications" may include any member agreements or amendments thereto, disclosures, notices, responses to claims, transaction histories, statements related to maintenance or operation of products and accounts, privacy policies, and all other information related to the products or services, including, but not limited to, information that we are required by law, regulation, or rule to provide to you in writing.

2. Products and services you have previously obtained. You may have previously sought to obtain a product or service from Foothill FCU. By consenting to this Disclosure, you agree that we may provide you with all Communications for this products or services in electronic format, regardless of whether you elected to do so in the past.
3. Products and services you may seek to obtain in the future. You may seek to obtain new products and services from Foothill FCU. When you do, we may remind you that you have already given us your consent to provide you with all Communications in electronic format. If you then decide not to be provided with Communications in electronic format for a new product, your decision does not mean that you have withdrawn this consent for any other Foothill FCU product.
4. Form of electronic communications. We will provide Communications to you in electronic form by (1) email, (2) SMS text message*, (3) online banking, or (4) the mobile application.*
5. Withdrawal of consent. You may withdraw your consent to receive Communications in electronic form by calling Foothill FCU at 1-866-995-3328 or by visiting one of our branch locations. Please be aware that withdrawal of consent will result in the termination of your access to mobile and online banking services. Any withdrawal of your consent to receive Communications will be effective only after we have a reasonable amount of time to process the withdrawal. Withdrawal of consent will only apply to those Communications that are required by law, regulation, or rule to be provided to you in paper form. We may continue to deliver to you in electronic format all other Communications.
6. Updating your records. You agree to provide us with your valid email address and other contact information related to this Disclosure and your Foothill FCU accounts, and update promptly any changes to that information. You can update your information through our online and mobile banking platforms, or by contacting us at 1-866-995-3328.
7. Hardware and software requirements. We do not endorse a specific operating system or particular web browser. To receive all Communications electronically related to our products and services, you must have on or more of the following:

- A valid email address;
- A current version (defined below) of a web browser;
- A current version of our Foothill FCU application (via the AppStore® Google Play™);
- A connection to the internet;
- A current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader®, for viewing and retaining certain disclosure;
- A printer, if you wish to print your disclosures and retain your records on paper;
- The capacity to store information; and
- An internet access device, such as a smartphone, tablet, computer desktop, or laptop, with an operating system (Windows®, MacOS®, iOS, or Android™) capable of supporting the above.

By "current version", we mean a version of the software that is supported. We reserve



the right to discontinue support of a current version of software for security or stability purposes. We may not support some older operating systems or web browsers, so if you are using an outdated version, you may need to update it in order to get access to Foothill FCU's mobile and online banking products and services. From time to time, we may offer services or features that require your web browser to be configured in a particular way, such as permitting the use of Javascript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

8. Access to your Disclosures and requesting paper copies. This Disclosure, as amended from time to time, will remain available for printing and viewing at foothillcu.org. Even if you consent to receive Communication's electronically, you can always obtain a paper copy by requesting one or by printing the Communication. We may charge you a reasonable fee for delivery of paper copies already provided electronically.
9. Communications "in writing". All Communications provided to you in either electronic or paper format will be considered "in writing".
10. Termination/Changes. We may discontinue the provision of Communications or terminate or change the terms and conditions under which we provide Communications. We will provide you with notice of any such termination or change as required by law.

By providing your consent, you are confirming that you have the hardware and software necessary to receive communications electronically, and that you have a valid email address. You are also confirming that you are authorized to, and do, consent on behalf of all the other owners, authorized signers, authorized representatives, and delegates identified in respect of you Foothill Federal Credit Union products and services.

Governing Law

This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of California. By clicking on the "Accept" button, I accept the terms and conditions of this Agreement and acknowledge I am understanding of its terms.

eAlerts

The eAlerts system is designed to notify me of specific actions taking place on my account, as specified by me.

Up to two (2) email addresses and two (2) cell phone addresses can be configured to deliver any of the eAlert notifications that are available. It is my responsibility to maintain these email and cell phone addresses.

You can deactivate, without prior notice, any eAlerts set up on closed shares or those that were sent to an email or cell address that is returned undeliverable.

External Account Transfers

This feature allows me to send a deposit or a withdrawal request to another Financial Institution. These transfers will be processed through an ACH (Automated Clearing House) transaction. This process can take several days to complete and therefore, will not be completed in "real time"; this means funds may be debited from the funding account several days before they are credited to the receiving account. If I have entered a transfer date that is not a valid bank processing day, my transfer will be scheduled for the first banking day following my requested transfer date. Most transfers can be completed in 2-3 business days after the initiating date. I agree that I am an Owner and Authorized signer on all accounts at the designated Financial Institution and can originate these types of transactions. I further agree to provide verification of such ownership and signing privilege upon request.

Transfers can be scheduled at any time not to exceed the daily aggregate limit as set by you. Transfers are not processed the day prior to any Federal observed Holiday. The actual observed holiday may change from year to year. I will contact you for a complete listing of holidays.



You may cancel without further notification any pending one time or recurring Financial Institution transfer setup from a closed account or at the discretion of your staff.

Types of Available Transactions

1. Balance inquiries.
2. Account history for up to the last ninety (90) days.
3. Transfer of funds among and between my accounts.
4. Transfers to other members' accounts
5. Withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or checking account(s) or advances on my Personal Line of Credit made by Credit Union check mailed to my address of record.
6. Loan payments by transfers from my Savings Account, Checking Account or Money Market Account.
7. Bill Payment
8. 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. Withdrawals from my Savings Account(s) or Checking Account(s) or loan advances on my Personal Line of Credit, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.
2. All withdrawals and transfers from a Savings or Checking Account are limited to the extent of clear funds available in the account.
3. All loan advances are limited to the amount available from the Personal Line of Credit.
4. There is no charge for Online Banking Personal Computer Electronic Banking.
5. Transactions on my accounts may be subject to Credit Union fees and charges. For more information, please refer to the Schedule of Fees and Charges, Account Agreement and Truth-in-Savings Disclosure and Schedule of Fees and Charges and, where applicable, my Personal Line of Credit account Agreement and Truth-In-Lending Disclosure Statement.

Online Banking Personal Computer Electronic Banking Password

I understand that I cannot use Online Banking Personal computer Electronic Banking without Online Banking Username and a Password.

I am responsible for the safekeeping of my Username and Password and for all transactions made by use of Online Banking Personal computer Electronic Banking. I will notify you immediately by phone and send written confirmation if my Username and Password is disclosed to anyone other than the joint owner of my account. If I disclose my Username and Password to anyone, however, I understand and agree that I have given them access to my account via Online Banking Personal Computer Electronic Banking and I am responsible for any such transaction. I further understand and agree that my Username and Password are not transferable and I will not disclose them or permit any unauthorized use thereof.

Additional Disclosures Applicable to Bill Payment

Transactions Available

I may use Bill Payment service to perform the following transactions:

- Add/Change/View a Payment: Payments can be made to a company, organization or an individual. This feature allows me to add a new payment or to modify information on an existing payment.
- Delete a Payment: This feature allows me to delete a payment that has not yet been processed.
- Make On Demand Payments from Checking: This feature allows me to schedule one-time payments to payees and enables me to specify the amount of the payment and the processing date.
- Make Recurring Payments from Checking: This feature allows me to schedule recurring payments to payees.



For further details, see your "Terms and Conditions of the Bill Pay Service" which may be found at www.foothillcu.org

Fees

I understand that Foothill Federal Credit Union's Bill Payment service is being offered at no cost.

Limitation on Transactions

The following are limitations to the use of the Credit Union's Bill Payment service:

Bill payments can only be made from my checking account;

Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;

If I close the designated bill payment checking account, all scheduled payments will be stopped;

I cannot stop a payment if the payment has already been processed;

Restrictions

You reserve the right to terminate bill payment service at any time, especially but not limited to any suspected instances of fraud or unauthorized use of my account(s) or access code.

Member Responsibilities

I am responsible for:

- Any late payment fees, interest payments, and service fees charged by my payees.
- Any overdraft, non-sufficient funds or stop payment fees charged by the Credit Union as a result of these transactions.
- Accurate input of payee/payment information (payment amount(s), name, address, account numbers and any other pertinent information).
- Allowing sufficient time for bill payment to be processed so that the funds can be delivered to the payee on or before the due date.
- I must have sufficient available funds in your checking account to cover your payment prior to system processing.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

[Click Here](#) if you wish to decline enrollment in SavvyMoney services.

By clicking 'I Agree', you are accepting SavvyMoney's [Terms of Service](#) and [Privacy Policy](#) (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.