

## Online Banking Agreement

In this Online Banking Agreement (“Agreement”), the words “I,” “me,” “mine,” “my,” “us,” “they,” “we,” and “our” mean each and all of those (whether one or more persons) who use the electronic services described in this Agreement. The words “you,” “your,” “yours” and “Credit Union” mean FIRST ENTERTAINMENT CREDIT UNION. This Agreement governs my use of the Credit Union’s online banking service (“CU.online”), online bill payment service (“Billp@yer”) and online funds transfer service (“CU.transfer”) (collectively, the “Services”). By clicking “I Agree” below or using the Services, I acknowledge that I have read and agree to abide by the terms and conditions of this Agreement.

This Agreement is given by you in compliance with the Electronic Fund 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 for use of the Services described in this Agreement.

In addition to this Agreement, in connection with my use of the Services, I may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that you may post on the CU.online site or otherwise provide or make available to me from time to time. Furthermore, if I use certain features, products or services available on or through CU.online, I will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that I may view, modify or otherwise access while using the Services. Most of the Additional Agreements are available on your website at [www.firstent.org](http://www.firstent.org).

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to the Services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by the Credit Union in an Additional Agreement.

General disclosures applicable to the Services are provided 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(s), Savings Account(s), Personal Line of Credit Account and any other applicable accounts remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement.

## **GENERAL DISCLOSURES APPLICABLE TO THE SERVICES**

### **BUSINESS DAY DISCLOSURE:**

Your business days are Monday through Friday. Federal Holidays are not included. Your business hours are 8:30 a.m. to 5:00 p.m. Mon. - Thurs. and 8:30 a.m. to 6:00 p.m. Fridays. Some branches have Saturday hours 9:00 a.m. to 2:00 p.m.; call the Credit Union for specific locations. The Services are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet Service Provider and Internet software.

### **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.

The Credit Union's full [Privacy Policy can be access by clicking on this link.](#)

### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:**

Periodic Statement. I will receive a monthly account statement for each month in which an electronic fund transfer is made, but at least a quarterly statement if no transfers are made, which will show the calendar date that I initiated the transaction, they type of transaction and the account(s) accessed by the transactions, and the number of transactions occurring in that statement period. I agree to immediately review each periodic statement mailed or otherwise made available to me to ensure that each and every transaction has been authorized by me. My failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

### **CU.ONLINE TRANSACTIONS:**

I may print a record of any individual transaction conducted through CU.online at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. A fee may be charged for such a paper copy as set forth in your Schedule of Fees and Charges.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC SERVICES TRANSACTIONS:

In case of errors or questions about my electronic services transactions, I will telephone you at: (888) 800-3328 or write to you at: FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, CA 90078-0100 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 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. 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 errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question. For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

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 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 complete the 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. I provide an incomplete or incorrect CU.online username or password, or I answer security questions incorrectly, or I don't enter a correct passcode supplied by you to authenticate my identity, or because my CU.online password has been repeatedly entered incorrectly;
6. The transaction would exceed my Personal Line of Credit limit;
7. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
8. I make an error in keying my deposit through CU.online (and if I make such error, you are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
9. The payee mishandles or delays a payment sent by the Online Bill Payment Service;
10. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
11. I have not provided your Online Bill Payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom I wish to direct payment.
12. The CU.online, Billp@yer, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be removed from my account, or cause funds from my account to be directed to a person or entity which

does not comply with my bill payment instructions, you will be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected bill payments or transfers.

**THE FORGOING CONSTITUTES YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY. IN NO EVENT WILL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.**

PASSWORDS:

I understand that I cannot use the Services without the applicable identification number, which you refer to as a Password, as discussed in this Agreement. I AGREE THAT USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. My Password acts as my signature. You may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. You may also, at your option, offer me additional, optional security procedures, such as random number generators, to enhance the security of my accounts.

I am responsible for the safekeeping of my Password provided by you or selected by me and for all transactions by use of a Password. I will notify you immediately and send written confirmation if my Password(s) is/are disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the Password immediately to prevent transactions on my account(s) if anyone not authorized by me has access to the Password. If I disclose my Password(s) to anyone, however, I understand that I have given them access to my account(s) via the applicable electronic transfer system and that I am responsible for any such transaction. I further understand that my Password(s) is/are not transferable and I will not disclose the Password(s) or permit any unauthorized use thereof.

If I voluntarily subscribe to a third-party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a website, I may be required to give my Credit Union Password to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

To protect the privacy of my account, you recommend that I periodically change my Password. My Password should be comprised of at least 6 alpha/numeric characters and at least one special character to provide additional security. You also recommend that I memorize my Password and do not write it down near my computer or disclose it to anyone.

MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING:

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Consumer Financial Protection Bureau's Regulation E. We may, when applicable, rely on any exceptions to the provisions in this section that are in Regulation E.

I must tell you AT ONCE if I believe my CU.online Password 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 Personal Line of Credit). However, if I believe my Password(s) 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 Password(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Password(s) and you can prove you could have stopped someone from using my Password(s) without my permission if I had told you, I could lose as much as \$500.00.

Also, if my statement shows transactions that I did not make, including those made by Password, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed or delivered 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.

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 periods.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF AN UNAUTHORIZED TRANSACTION:

If I believe my Password(s) 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 (888) 800-3328 or after business hours for a Visa Debit Card at (800) 682-6075, or write to you at: FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, CA 90078-0100. I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

CHARGES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:

All charges associated with my use of the Services are disclosed in your Schedule of Fees and Charges, which is incorporated herein by reference. To view your Schedule

of Fees and Charges, [click here](#). A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges for each stop payment order I give. Any fees charged will be deducted from my Checking or First500 Savings Account.

#### REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSACTIONS:

During any month, I may not make more than six (6) withdrawals or transfers to another Credit Union account of mine or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions.

However, 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, subject to any limitations set forth in this Agreement. I may also make an unlimited number of withdrawals from my savings accounts through 1st Call (your telephone banking service), CU.online, or by telephone if I request that you send me a check at the last address of record, payable to the person whose name appears first on the Account Signature Card, subject to any limitations set forth in this Agreement. Transfers or withdrawals in excess of the above limitations will not be honored.

If I exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee, as stated in the Schedule of Fees and Charges, may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account.

Each transfer or payment through the CU.online service from my savings or money market deposit account is counted as one of the six (6) limited transfers I am permitted each statement period. You recommend that I not use a savings or money market deposit account as my bill payment account because of these limits on transfers.

#### CHANGE IN TERMS:

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

Further, the Credit Union may, from time to time, revise or update the programs, Services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, Services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

### DISCLOSURE OF DELAYED FUNDS AVAILABILITY:

If you have placed a hold for uncollected funds on an item I deposited, there could be a delay in my ability to withdraw or transfer such funds using the Services. For further details, I will refer to the section [“Funds Availability Policy” in the Member Account Agreement and Disclosure](#).

### VERIFICATION:

All transactions affected by use of the Services contemplated hereunder that would otherwise require my actual signature, or other authorization, will be valid and effective as if actually signed by me when accomplished by use of my Password(s) or as otherwise authorized under this Agreement.

### TERMINATION OF THE SERVICES:

I may, by written request, terminate any of the Services provided for in this 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. You reserve the right to terminate this Agreement and my access to the Services, in whole or in part, at any time and for any reason. In addition, 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 as defined in your [Member Conduct Policy](#). After suspension, the Services may be reinstated, at your discretion, once there are sufficient funds in my account(s) to cover any fees and other transfers and debits. If I ask you to terminate my account, I will remain liable for subsequent transactions performed on my account. Termination of the Services does not terminate my accounts or agreements with you and will not affect my authorization for transfers and payments made prior to termination.

If I do not access CU.online and there has been no activity on any of my accounts through CU.online (such as an automatic bill payment) for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period, you reserve the right to terminate my access to CU.online. If any of my checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such account will no longer appear in my online banking profile. If any other account is closed for any reason, such account may no longer appear in my online banking profile.

Upon termination of this Agreement or the Services, the Credit Union will endeavor to cancel any applicable account transactions I have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. I will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that the Credit Union is not able to cancel or that have already been processed before the requested termination date will be completed.

#### NOTICE AND COMMUNICATIONS:

Except as otherwise provided in this Agreement, all notices required to be sent to me will be effective when you mail or deliver them to the last known address that you have for me in your records or when you make such notices available to me through CU.online, if I have agreed to receive notices from you in an electronic format. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at any of your offices, via CU.online or by sending a written and signed notice to First Entertainment Credit Union, P.O. Box 100, Hollywood, CA 90078-0100, Attention: Central Operations Department.

#### COLLECTIONS:

I agree that you shall be entitled to recover any money owed by me as a result of my use of, or the use of anyone I have provided with access to, any of your electronic services and I agree to repay any amounts which create an overdrawn balance on any of my accounts immediately upon demand. You have a security interest in my present and future shares and have the right to apply such shares to any money I owe. If any legal action is required to enforce any provision of this Agreement or to collect money I owe, I agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing your rights under this Agreement.

#### SEVERABILITY:

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

#### ACCOUNT ACCESS:

I may not use the Services for any illegal activity or transaction. I understand that I may not utilize the Services for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

#### UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (UIGEA):

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform me that restricted transactions are prohibited from being processed through my account or banking relationship with you. "Restricted transactions" are transactions involving the knowing transmittal or

receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If I do engage in an Internet gambling business and open a new account with you, you will ask that I provide evidence of my legal capacity to do so.

DISPUTES:

In the event of a dispute regarding the Services, you and I agree to resolve the dispute by looking to this Agreement. I agree that this Agreement is the complete and exclusive statement of the agreement between me and the Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between me and the Credit Union relating to the subject matter of this Agreement.

RECORDING OF PHONE CALLS AND EMAIL:

I authorize you and your agents to record or copy any phone call made to or email sent to me concerning the Services.

ASSIGNMENT:

I may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER:

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

HEADINGS:

Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

DISCLAIMER OF WARRANTIES, LIMITS ON YOUR LIABILITY AND OBLIGATIONS TO ME; MY AGREEMENT TO INDEMNIFY YOU AGAINST CERTAIN LOSSES:

I UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS,

DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. I UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT MY SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT MY OWN DISCRETION AND RISK AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO MY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY ME FROM THE ACCOUNTS OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM MY USE OF OR MY INABILITY TO USE THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY ME FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MY AGREEMENT TO INDEMNIFY YOU:

Except to the extent that the Credit Union is liable under the terms of this Agreement or another agreement governing the applicable account, I agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability,

damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by me to you;
- any fraud, manipulation, or other breach of this Agreement by me;
- my violation of any law or rights of a third party; or
- the provision of the Services or use of the Services by me or any third party.

You reserve the right, at your own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by me, in which event I will cooperate with you in asserting any available defenses. I will not settle any action or claims on your behalf without your prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the Services by me or a joint account owner or other authorized person.

#### APPLICABLE LAW:

I understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

#### RELATIONSHIP TO OTHER DISCLOSURES:

The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

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

#### **ADDITIONAL DISCLOSURES APPLICABLE TO CU.ONLINE (ONLINE BANKING)**

CU.online is your electronic banking service that allows access to my accounts without assistance from your staff by using your Internet website and my CU.online Password and correct answers to pre-selected security questions by me.

#### MINIMUM SYSTEM REQUIREMENTS:

I understand that in order to access and retain my electronic information and conduct transactions through CU.online, I must have an Internet-Capable device, Adobe Acrobat Reader to view or print PDF documents and an Internet browser with 128 bit encryption,

and Cookies and Javascript enabled. For CU.online, the following Internet browsers are allowed or supported:

Internet Explorer® 8.0+  
FireFox® 2.0+  
Safari® 6.0+  
Chrome®.

I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

#### TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSFERS:

CU.online is available for my First500 Savings Account, Checking Account(s), Money Market Account(s) and most other savings account(s) (with the exception of IRA accounts) and loan account(s) (with the exception of Visa), using my CU.online Password, for the following transactions:

1. Balance inquiries;
2. View and/or download account history as available;
3. Transfer of funds among and between my accounts with you;
4. Transfer of funds to and from my accounts at other financial institutions, if I participate in the CU.transfer service;
5. Transfer of funds from my account(s) to another depositor's account with you if I participate in the CU.transfer service (Member to Member);
6. Withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or Checking Account made by Credit Union check issued in the name of the member appearing first on the Account Signature Card and mailed to my address of record;
7. Take an advance on my Personal Line of Credit and transfer to savings or checking;
8. Make loan payments by transferring funds from my accounts at First Entertainment;
9. Initiate mortgage and credit card payments from my accounts at other financial institutions to my First Entertainment mortgage loan and credit card account;
10. Access Billp@yer for transfers from my Checking Account;
11. Change my CU.online Password;
12. Apply for Loans;
13. Place a stop payment on checks issued by me;
14. Set up and manage e-Alerts;
15. View IRA balance information and contribution amounts;
16. Send and receive secure messages from the Credit Union;

17. View e-Statements for my accounts, mortgage loans and credit card account;
18. Activate or report a Debit card lost or stolen;
19. Re-order checks;
20. Opt-in or opt-out for overdraft protection;
21. Access forms;
22. Use of Budget tools;
23. Change address and other contact information;
24. Participate in the Skip-a-Pay program; and
25. Open secondary accounts.

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

LIMITATIONS ON TRANSACTION FREQUENCY AND DOLLAR AMOUNT:

1. Funds transfers by and between my accounts at the Credit Union are not limited in terms of minimum or maximum dollar amounts per transaction except as provided for below.
2. Funds transfers made using your CU.transfer service are limited in any one business day to the lesser of \$5,000.00 or to the extent I have funds available in my applicable account.
3. Advances are limited to the amount available from the Personal Line of Credit.
4. Mortgage and credit card payments are limited to a maximum of \$20,000 in any one business day or to the extent I have funds available in my applicable account
5. Check withdrawals are limited to a maximum of \$100,000 in any one business day or to the extent I have funds available in my applicable account.
6. Transactions on my accounts may be subject to Credit Union fees and charges. For more information, I will refer to the Schedule of Fees and Charges, this Agreement and, where applicable, my Personal Line of Credit Agreement and Federal Disclosure Statement.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the credit agreement. The Credit Union reserves the right to limit the frequency and dollar amount of transactions from my accounts for security reasons.

AUTHORIZATION:

I authorize you to transfer funds electronically between my designated account(s) and my account(s) at other financial institutions initiated through CU.online. I authorize you to charge my designated account(s) for transfers to another depositor's accounts with you through the use of the CU.transfer service.

ELIGIBILITY: I understand that in order to use CU.online, I must have an account in good standing and have a Password with you.

JOINT ACCOUNTS:

If I utilize CU.online to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my CU.online Password is utilized will be considered authorized by all account owners.

#### SECURE MESSAGING THROUGH CU.ONLINE AND E-MAIL COMMUNICATIONS :

I may communicate with you via secure messaging by logging on to your website and clicking on the "Messages" link. Only certain transactions may be performed on my accounts via secure messaging. For example, while I may inquire about a transaction via secure messaging, I cannot report an unauthorized transaction via secure messaging. I must report unauthorized transactions by calling or mailing you. I agree that you may take a reasonable amount of time to act on any electronic message you actually receive from me. Any information I receive from you in response to my questions sent via secure messaging 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 electronic messages through the secure messaging service via CU.online.

Certain alerts and communications are sent via e-mail to the email address you have on file. If I change my e-mail address, I must notify you in writing, in person, by telephone, or via CU.online.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO BILLP@YER (ONLINE BILL PAYMENT SERVICE)**

Bill Payment is an additional service offered to First Entertainment Credit Union members. I may use the Internet to electronically direct you to make payments from my Checking Account to third parties ("payees") that I have selected in advance to receive payment by means of Billp@yer. I must have a Checking Account with you to use this service. If I have multiple accounts with you, I may also direct you to make transfers between my accounts by means of CU.online. If I would like to take advantage of Billp@yer, I will visit your website and enroll with my eligible Credit Union accounts. The Bill Payment service is subject to separate terms and conditions, which can be viewed, downloaded and printed when I enroll.

#### ACCOUNT ACCESS:

I may only use my designated Checking Account ("Payment Account") for transfers to make such payments.

I agree to print and retain the Billp@yer (Online Bill Payment) Terms and Conditions (which is incorporated herein) along with this Agreement when I enroll in the Billp@yer service. I understand and agree that you reserve the right to deny enrollment.

**AUTHORIZATION:**

I authorize you to charge my designated checking account(s) for any transactions accomplished through the use of the Billp@yer service, including the amount of any recurring payment that I make, and all charges as shown in the Schedule of Fees and Charges associated with the Billp@yer service.

**ADDITIONAL DISCLOSURES APPLICABLE TO CU.TRANSFER TRANSACTIONS**

CU.transfer is an electronic method of transferring funds from my account(s) with you to accounts of third parties at the Credit Union (Member to Member) or to my accounts at other financial institutions. I may access this service through CU.online (described above).

**ACCOUNT ACCESS:**

If I qualify for this service, I may access it only from First500 Savings, Checking, Money Market, Secondary Savings (with the exception of IRAs), and Loan account(s) (except Visa).

The first time I use CU.transfer, I understand and agree that you will ask me to agree to the CU.transfer (Online Funds Transfer) Terms and Conditions (which is incorporated herein). You will not allow me to complete a CU.transfer transaction unless I agree to the CU.transfer (Online Funds Transfer) Terms and Conditions. I agree to print and retain the CU.transfer (Online Funds Transfer) Terms and Conditions along with this Agreement. I understand and agree that you reserve the right to deny enrollment or terminate the CU.transfer service or my access to the CU.transfer service at any time.

**ACCURACY OF INFORMATION:**

I understand and agree that I am responsible for providing accurate account information and names of designated recipients when I use CU.transfer to electronically transfer funds. If I use CU.transfer to electronically transfer funds from my account(s) with you to either the account of a third party at the Credit Union (what you refer to as a Member to Member transfer), or to my accounts at other financial institutions, I understand and agree that you may transfer funds on the basis of the identifying account number, even if the account number identifies a person different than the designated recipient. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number I provided the Credit Union. For electronic funds transfers between my account(s) with you and my accounts at other financial institutions, I further understand that I will be responsible for any loss or expense incurred by the other financial institution which executes or attempts to execute the electronic funds transfer in reliance on the identifying account number I provided.

**LIMITATIONS:**

1. No more than six (6) transfers, including other non-CU.transfer transactions, can be made in any month from a First500 Savings Account, Money Market Account, or other savings deposit accounts offered by you. Other than this limitation and any other limitations imposed by law, there are no limitations on the frequency of my use of CU.transfer.
2. The minimum transfer amount is \$0.01, the maximum transfer amount is \$5,000, and the dollar amounts of any transfers are limited to the available clear funds in my First500 Savings Account, Money Market Account, or other savings deposit accounts.
3. For security reasons, in the event my CU.transfer or CU.online Password or login information is lost or stolen, there may be limitations on the transactions I can make using the CU.transfer service.
4. Other limitations such as "Prohibited Payments" appear in the CU.transfer (Online Funds Transfer) Terms and Conditions.

FEES AND CHARGES: Currently, there are no fees or charges for the use of the CU.transfer service.