

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E (12 CFR 205 ET SEQ) AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE ("ATM") CARD, CHECK CARD, OUR AUDIO RESPONSE SYSTEM ("VOICETEL-24") AND e-BRANCH INTERNET ACCOUNT ACCESS EACH WITH ITS PERSONAL IDENTIFICATION NUMBER (PIN) AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK"). PLEASE BE CERTAIN TO READ THIS BROCHURE CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

In this Agreement, the reference to "We", "Us", "Our", and "Credit Union" mean LOS ANGELES FEDERAL CREDIT UNION. The words "You" and "Your" mean each person applying for and/or using any of the electronic services described in this Agreement. "Card" means any Los Angeles Federal Credit Union Automated Teller Machine Card or Check Card issued to You by Us and any duplicates and renewals We may issue. If this is a joint account, read singular pronouns in the plural.

AUTOMATED TELLER MACHINE (ATM) CARD, CHECK CARD, AUDIO RESPONSE SYSTEM (VOICETEL24), e-BRANCH INTERNET ACCOUNT ACCESS AND E-CHECK AGREEMENT. This Agreement applies to any electronic fund transfer made to or from Your Account(s) through the use of: (a) Your ATM Card at any Automated Teller Machine (ATM) in conjunction with Your ATM Card Personal Identification Number (PIN); (b) Your Check Card in Automated Teller Machines (ATMs) or at any place that Your Card is honored including those transactions made through the use of the appropriate Personal Identification Number (PIN) in conjunction with Your Check Card; (c) Our VoiceTel-24 Telephone Account Access Service in conjunction with Your VoiceTel-24 PIN; and (d) Our Internet Account access system ("e-Branch"); and (e) any check which You authorize the payee to process electronically. An electronic fund transfer is any transfer of funds which is performed through the use of Your ATM Card, Check Card, VoiceTel-24, e-Branch, E-Check or other electronic device. You understand that Your Card and any PINs are issued by Us and are not transferable.

The use of Your Card is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of the Card; (b) that We may follow all instructions given to machines; (c) that for ATM Cards, You may make withdrawals up to a maximum, Share (Savings), Share Draft (Checking), Personaline and Home Equity Lines of Credit combined, of \$500.00 per business day for ATM withdrawals, and \$500.00 per business day for Point of Sale (POS) withdrawals involving the use of Your PIN, provided You have enough available funds or credit in Your Account(s); and (d) that for Check Cards, You may make withdrawals up to a maximum, Share (Savings), Share Draft (Checking), Personaline and Home Equity Lines of Credit combined, of \$500.00 per business day for ATM withdrawals, \$500.00 per business day for Point of Sale (POS) withdrawals involving the use of Your PIN and \$2,500.00 for Point of Sale (POS) withdrawals not involving Your PIN, (e.g. such as when You sign the sales slip instead of entering Your PIN), provided You have enough available funds or credit in Your Account(s).

Each withdrawal by You or by anyone else to whom You give Your Card or PIN may be charged to Your Share Draft (Checking) Account or Your Share (Savings) Account as appropriate and will be treated as though it were a share withdrawal except that: (1) We may charge withdrawals to Your Account in any order We determine; (2) We cannot honor stop payment requests on ATM withdrawals. You may use other Electronic Fund transfer services which may include: (a) pre-authorized deposits of Your net paycheck; (b) automatic payroll deductions; and (c) pre-authorized deposits of pension checks and other recurring payments or deposits.

BUSINESS DAYS. The Credit Union's business days are Monday through Friday (excluding holidays). For ATM cash withdrawal purposes, one business day is from 12:00 am through 11:59 pm. For ATM deposit purposes, one business day is from 3:00 pm through 2:59 pm Monday through Saturday, and Saturday from 3:00 pm to Monday at 2:59 pm is one business day.

CHANGE IN TERMS. We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

DELAYED FUNDS AVAILABILITY NOTICE. Subject to Our Delayed Funds Availability Policy, deposits made at ATMs may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines at about 3:00 PM each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. Deposits made at ATMs may not be available for immediate withdrawal. See Our Funds Availability Policy for further details.

DISCLOSURE OF ACCOUNT INFORMATION. We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your 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 You give Us written permission.

FEES. We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on an accompanying pricing document. We will explain the charges to You when You open Your Account. You will be provided with a Fee Schedule, VoiceTel-24 and e-Branch information after Your Account is established. Additional Fee Schedules are available at any of Our office locations. When You use an ATM not owned by Us, You may be charged a fee by the ATM operator, or any network used, and You may be charged a fee for a balance inquiry even if You do not complete a fund transfer.

FOREIGN TRANSACTIONS. For transactions initiated in foreign countries and foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives; or (b) the government-mandated rate in effect for the applicable central processing date. In each instance, plus 1.00%.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling federal law.

IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS. Call or write Us at the address and telephone number in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction listed on the statement or receipt. We must hear from You no later than 60 days after We send You the first statement on which the problem or error appeared.

- (1) Tell Us Your name and Account number.
- (2) Describe the error or the transfer You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information.
- (3) Tell us the dollar amount of the suspected error.

If You tell us orally, We may require that You send us Your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days to investigate Your complaint or question. If We decide to

do this, We will credit Your Account within 10 business days for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. We will tell You the results within three business days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS. You will be issued a PIN to be used in conjunction with ATM Card and/or Check Card Electronic Fund Transfers, a PIN to be used in conjunction with VoiceTel-24 transactions, and a PIN to be used in conjunction with e-Branch. Your PINs are confidential and should not be disclosed to anyone. You may use Your PIN(s) to access Your Account and all sums advanced will be deducted from Your Account balance. Your use of Your Card and/or PIN is Your authorization to withdraw funds from Your Accounts.

JOINT ACCOUNTS. If this is a joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. You understand that any Account access device that is requested and approved will be mailed only to the primary accountholder at the address that We have on file for You. We may refuse to follow any instructions which run counter to this provision.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS. If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transfer does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account.

LIABILITY FOR UNAUTHORIZED USE. Call or write Us at once if You believe Your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. Exception: You will have no liability for unauthorized use for Your Check

Card as long as You report the loss or theft of Your Check Card within two business days. If You report such loss or theft after two business days, or provide proper notification of other unauthorized Check Card transactions, Your liability for unauthorized use will not exceed \$50. These exceptions do not apply to transactions originating at an ATM or from Your gross negligence and/or fraudulent use of Your Check Card.

NOTIFICATION OF PRE-AUTHORIZED DEPOSITS. If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us to find out whether or not the deposit has been made.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT. If You order Us to stop one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

OWNERSHIP. Your Card, PIN and any other Account access device will remain Our property and may be cancelled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

RIGHT TO STOP PRE-AUTHORIZED PAYMENTS. If You want to stop any pre-authorized payments, call or write Us in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. Such stop payment notice will apply to all future payments of that particular designated debit. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

TERMINATION. We may terminate Your right to use Your Card or PIN or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

TRANSACTION SLIPS. You can get a receipt at the time You make any transaction to or from Your Account (except for telephonic or mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. Such statement will either be in an electronic or paper format depending on the method You select. In any case, You will receive a statement at least quarterly.

UNAUTHORIZED TRANSFERS. You must call Us to report a lost or stolen Card or PIN. You may also write Us to report the loss of a Card or PIN. You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

TYPES AND LIMITATIONS OF SERVICES

ATM CARD AND CHECK CARD TRANSACTIONS. You may use Your Card in conjunction with Your PIN in ATMs or such other machines or facilities as We may designate. At the present time, You may make the following types of transactions at selected ATMs: (a) withdraw cash from Your deposit accounts; (b) deposit money to Your deposit accounts; (c) transfer funds to and from those accounts for which We have Your authorization to do so; and (d) check the balance(s) in Your deposit and Your Personal and Home Equity Lines of Credit accounts.

You may also use Your Card to purchase goods and services at any business establishment where Your Card is accepted (See "Point of Sale" section).

e-BRANCH TRANSACTIONS. You may use e-Branch via any Internet access means for the following services: (a) transfer funds to and from those accounts for which You have authorized Us to do so (by means of an Electronic Transfer Agreement on file with Us); (b) transfer funds from Your line of credit account that You have with Us to your Share Draft (Checking) or Your Share (Savings) Account(s); (c) payments on Your loan accounts; (d) inquiries on account(s) and loan data; (e) inquiries on dividends and loan rates; (f) make check withdrawals from deposit and line of credit accounts that You may have with Us; (g) transactions or inquiries on shares, certificates and loans; (h) miscellaneous inquiries on Credit Union services that affect Your Account; (i) place stop payments on checks You have written on Your Account that have not yet cleared; (j) apply for credit with Us; (k) order images of share drafts that have cleared Your Share Draft Account; and (l) reorder personal checks for Your Share Draft Account. e-Branch is accessible seven days a week, 24 hours a day. If You attempt to access the service and are unsuccessful, please try again later.

If You have a LAFCU Share Draft (Checking) Account You may also use the e-Bill Pay feature of e-Branch to issue payments to third parties on Your behalf. You authorize Us to post any such payments requested by You to Your Account(s). Payments requested by You through the use of e-Branch will be made by check and may take as long as 10 business days to be sent to each payee. The Credit Union cannot guarantee the time any payment will reach any of Your creditors and accepts no liability for any service fees or late charges against You. For e-Bill Pay help, You may call the "Metavante" company at (800) 823-7555.

E-CHECK TRANSACTIONS. You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

POINT OF SALE TRANSACTIONS. You may also use Your Card to purchase goods and services at any business establishment where the Card is accepted. If You do use Your Card for such transactions, You authorize Us to withdraw funds from Your Account in the amount necessary to cover any such transaction, provided You have enough available funds in Your Account.

VOICETEL-24 TRANSACTIONS. You may use VoiceTel-24 in conjunction with Your PIN at any touch tone telephone to make the following types of transactions on designated accounts: (a) transfer funds to and from those accounts for which You have authorized Us to do so (by means of an Electronic Transfer Agreement on file with Us); (b) transfer funds from Your line of credit account that You have with Us to your Share Draft (Checking) or Your Share (Savings) Account(s); (c) payments on Your loan accounts; (d) inquiries on account balances and loan data; (e) inquiries on dividends and loan rates; (f) make check withdrawals from deposit and line of credit accounts that You may have with Us; (g) transactions or inquiries on shares, certificates and loans; (h) miscellaneous inquiries on Credit Union services that affect Your Account; and (i) place stop payments on checks You have written on Your Account that have not yet cleared. VoiceTel-24 is accessible seven days a week, 24 hours a day. Transactions entered after 5:00 p.m. will be processed the next business day. If You call VoiceTel-24 and are told that "the system is not available," please call back later when service is restored.



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