



## **ELECTRONIC FUND TRANSFERS DISCLOSURE AND AGREEMENT**

EFFECTIVE DATE  
May 1, 2021

This Disclosure Supersedes All  
Disclosures Prior to the Effective  
Date Shown Here

Important Document  
Please Read and Retain  
For Your Records

# **ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

This Electronic Fund Transfer Disclosure and Agreement "EFT" as amended from time to time "Agreement" sets forth the terms and conditions governing the use of the LBS Financial Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by LBS Financial Credit Union is given below, followed by specific disclosure information for each service. LBS Financial Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an "electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider"). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable, and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an "electronic fund transfer" under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by LBS Financial Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term "you" and "your(s)" refer to the Member, and the terms "we", "us", "Credit Union" and "our(s)" refer to LBS Financial Credit Union.



## **GENERAL INFORMATION**

### **AMENDMENTS**

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM Cards, Debit Cards or designated accounts.

### **PERSONAL IDENTIFICATION NUMBER**

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM Card or Debit Card for transactions that require the use of a PIN. This number should be memorized. DO NOT write it on your ATM Card or Debit Card or where it is easily accessible by others. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union and we will issue you a new one.

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

You will get a monthly account statement reflecting all of your transactions unless there is no EFT activity in a particular month. In any case you will get the statement at least quarterly. Depending on the terminal or if the transaction is \$15 or less, you may receive a receipt at the time you make a transaction at a terminal. If you do receive a receipt, retain the receipt to compare with your monthly statement from the Credit Union.

### **YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING AUTOMATED TELLER MACHINE (ATM) CARDS**

Tell us AT ONCE if you believe your ATM Card and/or Personal Identification Number (PIN) has been lost or stolen, or if you believe that an electronic 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 the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your ATM Card or PIN without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or PIN, and we can prove that we could have stopped someone from using your ATM Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the ATM Card and/or PIN, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

## YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARDS

Tell us AT ONCE if you believe your Debit Card and/or Personal Identification Number (PIN) has been lost or stolen or if your statement shows 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 the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within sixty (60) days of our sending your statement, you can lose no more than \$50 if someone used your debit card without your permission. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the close of the sixty (60) days and before notice to us. If your delay in notifying us was due to extenuating circumstances beyond your reasonable control, including extended travel, your or a member of your family's death or serious illness, hospitalization, permanent mental impairment or serious physical impairment, unless the circumstance did not reasonably contribute to your delay in notifying us within the sixty (60) day period, we will extend the sixty (60) day period by a reasonable period.

## SPECIAL NOTICE TO VISA® DEBIT CARDHOLDERS

If there is an unauthorized use of your Visa Debit Card or a Plus network or Interlink transaction, and the transaction takes place on the Visa network, then your liability will be zero (\$0.00). This provision limiting your liability does not apply to Visa Corporate Card Transactions, Visa Purchasing Card Transactions, Anonymous Visa Prepaid Card Transactions, ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law, if the credit union reasonably determines, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card. In any case, to minimize your potential liability you should notify us of any unauthorized use no later than sixty (60) days after your statement was mailed to you.

## HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your ATM Card, Debit Card, or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 714.893.5111, 562.598.9007, or 800.527.3328 or write to us at LBS Financial Credit Union, Attn: Electronic Services Department, P.O. Box 4860, Long Beach, CA 90804-0860. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

## BUSINESS DAYS

Our business days are Monday through Friday, excluding holidays.

## OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your Share, Share Draft/Checking, or Money Market account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- a) if through no fault of ours, you do not have enough money in your account (your available balance) to make the transaction;
- b) if the transaction would go over the credit limit on your credit line;
- c) if the terminal where you were making the transaction did not have enough cash;
- d) if the ATM or network system was not working properly and you were aware of the malfunction when you started the transaction;
- e) if circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transaction, despite reasonable precautions that we have taken;
- f) if the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- g) if your ATM Card or Debit Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive or because your PIN has been entered incorrectly;
- h) if your ATM Card, Debit Card or PIN has been reported lost or stolen and we have blocked the account; or
- i) if the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 714.893.5111, 562.598.9007, or 800.527.3328 or write to us at LBS Financial Credit Union, Attn: Electronic Services Department, P.O. Box 4860, Long Beach, CA 90804-0860 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
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 ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.) If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (Section 1) days to investigate your complaint or question. For new accounts, we may take up to twenty ( ) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## CHARGES

In order to obtain the electronic services listed, you must open and maintain a Share or Share Draft/Checking account. All charges associated with our electronic fund transactions are disclosed in our Fee Schedule which accompanies this Disclosure and Agreement.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- when it is necessary to complete the transaction;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government agency or court orders or other legal process; or
- if you give us your prior oral or written permission.

## ADDRESS CHANGE

Keep the Credit Union informed of your current mailing address or e-mail address we have in our records to ensure correct mailing of periodic statements. If you have elected to receive statements electronically, it is also your responsibility to keep the Credit Union informed of your current email address.

## TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of your ATM Card, Debit Card or PIN with or without cause. We may do so immediately if:

- you or any authorized user of your ATM Card, Debit Card, PIN or account breaches this or any other agreement with the Credit Union;
- you or any authorized user cause a loss to the Credit Union or do not keep your obligations;
- we have reason to believe that there has been, or might be, an unauthorized use of your ATM Card, Debit Card, PIN, Online Banking, Mobile Banking, Bill Payment, or account; or
- you or any authorized user of your ATM Card, Debit Card, PIN or account request that we do so.

## ATTORNEYS' FEES

You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

## ADDITIONAL BENEFITS/CARD ENHANCEMENTS

The Credit Union may from time to time offer additional services to your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

## WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

## OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

## SEVERABILITY

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

## WHO IS BOUND BY THIS AGREEMENT

Each person who signs the Membership Application and Account Agreement Application agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the application, all signers are jointly and severally liable. The Credit Union can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. The Agreement is also binding upon your heirs, personal representatives and successors.

## CONSUMER REPORTS

The Credit Union makes credit available to its Members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/Account Holder(s), including but not limited to applying for Membership, the opening of a share or share/draft account or the issuance of an ATM Card, Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorizes the Credit Union to furnish information concerning the account to consumer reporting agencies.

## ESTATEMENTS

You may elect to receive Monthly or Quarterly periodic statements on your account(s) electronically in lieu of having us mail you a paper statement. For more information, log onto Online Banking/Mobile Banking or visit us at [www.lbsfcu.org](http://www.lbsfcu.org).

## ➡ ***Additional Disclosures Applicable to Automated Clearing House (ACH) Services***

### DOCUMENTATION OF DIRECT DEPOSIT

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can check your deposit by using HomeTeller, logging on to OnLine Banking or Mobile Banking, or by calling us at 714.893.5111, 562.598.9007, or 800.527.3328 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or preauthorized deposits, you will get at least a monthly statement from us.

### CHOICE OF LAW

We may accept, on your behalf, payments to your account that have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

### DISCLOSURE OF RIGHT TO STOP PAYMENT

- Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 714.893.5111, 562.598.9007, or 800.527.3328 or write to us at LBS Financial Credit Union, P.O. Box 4860, Long Beach, CA 90804-0860, in time for us to receive your request three (3) 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 fourteen (14) days after you call.

- Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

- To ensure a merchant or third-party does not bill you again, you understand that you are responsible for cancelling the authorization with the merchant or third-party.

### TRANSACTIONS AVAILABLE

You may use your ACH services to perform the following transactions:

- Make deposits to your Share/Savings or Share Draft/Checking account;
- Make loan payments;
- Pay bills directly from your Share/Savings or Share Draft/Checking account in the amounts and on the days you request;
- Transfer of funds to and from other Financial Institutions;
- Authorize a merchant or other payee to make a one-time electronic payment from your Share Draft/Checking account using information from your check to pay bills or pay for purchases; and
- Authorize a merchant or other payee to debit your Share Draft/Checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us and if we are subsequently unable to verify a payment or deposit, the payment or deposit may be subject to a hold.

## ➡ ***Additional Disclosures Applicable to ATM and Point-of-Sale (POS) Services***

### **RULES FOR USE**

By using your ATM Card with your personal identification number (PIN) at automated teller machines "ATM's" or other electronic terminals operated by a participating institution, network system, or company (collectively "terminals"), you authorize us to effect the transactions from or to your Share/Savings or Share Draft/Checking account(s) in accordance with the instructions given at the terminals. All ATM Card transactions are subject to the terms and conditions of your account agreements with us governing the affected accounts.

### **ATM FEES**

When you use an ATM not owned by LBS Financial Credit Union, you may be charged a fee by the ATM operator or network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. A fee will not be imposed for use of an ATM Card or Debit Card issued by LBS Financial Credit Union for use of an electronic terminal operated by LBS Financial Credit Union.

### **TRANSACTIONS AVAILABLE**

You may use your ATM/POS Card to perform the following transactions:

- Make deposits to your Share/Savings or Share Draft/Checking account;
- Withdraw cash from your Share/Savings or Share Draft/Checking account;
- Transfer funds between your Share/Savings and Share Draft/Checking and loan account;
- Make point-of-sale payments for goods and services to others from your Share Draft/Checking account;
- Make account balance inquiries; and
- Make loan payments at LBS Financial Credit Union owned ATMs.

Some of the transactions listed above may not be available at all terminals. All payments and deposits are subject to later verification by us and final collection of payment.

### **LIMITATIONS ON TRANSACTIONS**

You may make ATM cash withdrawals or POS transactions up to the following daily limits as long as your available balance will cover the transaction and depending on the defined limit set for your account. These daily limits are defined using a 24 hour period which begins at 12:00 am PST and ends at 11:59 pm PST:

- For Premier Members, \$500 for ATM cash withdrawals and \$3,000 for POS transactions.
- For Regular Account Holders, \$500 for ATM cash withdrawals and \$2,500 for POS transactions.
- For Youth Account Holders, \$200 for ATM cash withdrawals and \$200 for POS transactions.

Various institutions that participate in networks of which the Credit Union is a Member may have lower withdrawal limits than those set forth herein. In that event, you may not be able to withdraw more than the cash limit of that particular ATM. POS (signature and PIN based) transactions require an active share draft/checking account with us.

### **ACCESS CARDS**

All ATM Cards or Debit Cards are non-transferable and belong to the Credit Union. The Credit Union may cancel, modify and restrict the use of any ATM Card or Debit Card upon proper notice or without notice if your account is overdrawn or where necessary to maintain or restore the security of accounts on the ATM system.

### **ATM/POS SURCHARGE**

When you use a POS terminal or ATM not owned by LBS Financial Credit Union, you may be charged a fee by the ATM operator or network used. Federal law requires the owner of the ATM to disclose any surcharge to you prior to making the transaction. The fee will be added to the amount of the transaction that is posted your account. You understand that the Credit Union has no control over third party surcharges and agree that the Credit Union is under no obligation to refund any such surcharges.

### **ATM SAFETY**

An ATM provides a quick and convenient way to access your money. However, use caution and remember the following safety tips whenever you use an ATM:

- Be aware of the surroundings, particularly at night.
- Look for well-lighted ATM's when transacting at night.
- If you notice anything suspicious when approaching the ATM, return later or use another ATM.
- Have your transaction ready before you go to the ATM. When you can, fill out any deposit or withdrawal slips/envelopes before leaving your vehicle.
- Have your ATM Card or Debit Card ready, to avoid going through your purse or searching through the contents of your wallet at the ATM site.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your ATM Card away and leave.

- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others in line to avoid detection of your PIN or other account information.
- Put your cash away as soon as the transaction is complete; count the cash later in the safety of your vehicle or home.
- Never give information to strangers at the ATM or to anyone over the phone. Be aware of fraud or people who pose as Credit Union employees who try to get information from you. This information should only be discussed in person by you at the Credit Union.
- Remember to keep your PIN a secret. Make sure not to write it on your ATM Card or anywhere else in your wallet; thieves can easily figure out the reason for “hidden” or “secret” numbers.

## ➡ ***Additional Disclosures Applicable to Visa® Debit Card Services***

### ISSUANCE OF CARD

“Card” means the LBS Financial Credit Union Visa Debit Card and any duplicates, renewals or substitutions the Credit Union issues to you; “Account” means the account designated on the application for your Visa Debit Card.

### RESPONSIBILITY FOR TRANSACTIONS

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit Card PIN to anyone, they will have access to all accounts identified by your account number. If the Account is a joint account, all transactions involving the account are binding on all Account holders.

### MERCHANT DISPUTES

For POS transactions directly accessing a line of credit, the Credit Union is not responsible for the refusal of any merchant or financial institution to honor the card. The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the card if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant or service provider and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you or (b) your purchase cost more than \$50 and was made in your state or within one hundred (100) miles of your home.

### LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS

You may make ATM cash withdrawals or POS transactions up to the following daily limits as long as your available balance will cover the transaction and depending on the defined limit set for your account. These daily limits are defined using a 24 hour period which begins at 12:00 am PST and ends at 11:59 pm PST:

- For Premier Members, \$500 for ATM cash withdrawals and \$3,000 for POS transactions.
- For Regular Account Holders, \$500 for ATM cash withdrawals and \$2,500 for POS transactions.
- For Youth Account Holders, \$200 for ATM cash withdrawals and \$200 for POS transactions.

Purchases made above the floor limit of the merchant will require an authorization number from Visa. Various institutions that participate in networks of which the Credit Union is a Member may have lower withdrawal limits than those set forth herein. In that event, you may not be able to withdraw more than the cash limit of that particular ATM. POS (signature and PIN based) transactions require an active share draft/checking account with us.

### USE OF THE CARD

You may use the Card and PIN to:

- Withdraw cash from your Share/Savings or Share Draft/Checking account at ATMs, merchants, or financial institutions that accept Visa Debit Cards;
- Transfer funds between your Share/Savings or Share Draft/Checking account you have with the Credit Union;
- Make deposits to your Share/Savings or Share Draft/Checking account at the Credit Union; and
- Make balance inquiries.

You may use the Card without the PIN to:

- Purchase goods or services at places that accept Visa Debit Cards (these are point-of-sale or POS transactions);
- Order goods or services by mail or telephone from places that accept Visa Debit Cards;
- Order goods or services without a PIN by mail, online, or telephone at merchants who offer the payment transactions processed through the STAR, PULSE, CO-OP, ACCEL/Exchange or any other Debit Card network; and
- Make automatic payments from your Share Draft/Checking account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.



Use of the card, the account number on the card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions or others who honor Visa Debit Cards is an order by you for the withdrawal of the amount of the transaction from your account. Each transaction with the card will be charged to your account on the date the transaction is posted to your account. When the Credit Union receives notification of a Visa Debit Card transaction, it will put a hold on an equivalent amount of funds in your Share Draft/Checking account (reducing your available balance) for three (3) days or until the day the transaction is charged to your account. See Order of Posting in the credit union's Truth-in-Savings Disclosure of Membership Agreement and Account Terms; Understanding Your Balance and Available Balance for more information about how holds can impact your available balance.

All card transactions covered by this agreement are subject to the terms and conditions of your account agreements with us governing the affected accounts, except as modified by this agreement. Any future changes to your account agreements may affect the use of the card.

#### ILLEGAL USE OF VISA® DEBIT CARD

You agree that your Visa Debit Card Account will not be used to make or facilitate any transaction(s) that are or might be construed to be illegal pursuant to applicable law, rule or ordinance, including but not limited to gambling. Said use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union has no liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

#### OVERDRAFTS

You promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance arising in your Account, unless you have available overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your Account from any other account you have with the Credit Union, except an Individual Retirement Account.

#### REFUSAL TO HONOR CARD

The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the card or to complete a withdrawal from your account, or for their retention of the card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the card or for their retention of the card. If we detect unusual or suspicious activity, we may temporarily suspend privileges until we can verify the activity.

#### TRAVEL NOTIFICATION

If you are planning to travel outside your normal area of residence and you plan on using your ATM/POS Card or Debit card, please understand that Visa's fraud detection may prevent you from using the card. To mitigate such disruptions, please notify the Credit Union prior to traveling.

#### FOREIGN TRANSACTION IN FOREIGN CURRENCY

Purchases and cash advances made in foreign currencies will be billed to you in U.S. dollars. Transactions processed outside of the United States, or in a foreign currency may be charged a foreign transaction fee, regardless of whether there is a currency conversion associated with the transaction. Foreign transactions include transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country. The conversion rate in dollars will be a rate selected by Visa from a 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 the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus a one percentage point (1%) fee charged by the Issuer.

### ➡ ***Additional Disclosures Applicable to “HomeTeller” Audio Response***

#### TRANSACTIONS AVAILABLE

You may use the HomeTeller Service to perform the following transactions:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your Share/Savings or Share Draft/Checking account;
- Transfer funds between your Share/Savings and Share Draft/Checking accounts;
- Access your Home Equity Line of Credit (HELOC) account to request loan advances;
- Transfer funds from your HELOC account to your Share/Savings or Share Draft/Checking account;
- Make loan payments; and
- Place a stop payment order on outstanding checks.

All payments and deposits are subject to later verification by us.



## TRANSACTION LIMITATIONS

The following are limitations to the use of the HomeTeller service:

- The maximum amount you may withdraw by check is \$10,000 during any twenty-four (24)-hour period.

## ➡ ***Additional Disclosures Applicable to Online Banking and Mobile Banking Services***

### SYSTEM REQUIREMENTS

Online Banking allows convenient access to your account information twenty-four (24) hours a day, seven (7) days a week. To use Online Banking, you must have a computer, tablet, or mobile device with Internet access, browser, social security number, account number, birthday, and email account (to register for the first time). Once registered, you will need to access your account with a user ID and password. To access Mobile Banking, you must have a mobile device or tablet and download one of our applications. You may sign up for Mobile Banking directly through the application with the same required information as Online Banking. Credentials for Online and Mobile Banking are the same once you are registered.

### TERMS AND CONDITIONS

Terms and Conditions for Online and Mobile Banking will need to be accepted upon your first login. The complete terms and conditions for Online and Mobile Banking are available on our website at [lbsfcu.org](http://lbsfcu.org) under Disclosures.

### RIGHT TO CANCEL TRANSFERS

If you have used Online Banking and Mobile Banking to schedule future one-time recurring transfers within your own account to another LBS Financial Credit Union Member's account, or to or from an account at another Financial Institution, you may cancel these transfers, provided the funds to be transferred have not yet been withdrawn from your account.

### ONLINE EMAIL COMMUNICATIONS

You can communicate with us via secure electronic mail (email) by logging on to our website and following the instructions for contacting us on the Contact Us page. Secure forms are available to contact us with specific question that do allow you to include your confidential account information. If you choose to send a request via unsecured regular email, we do not recommend that you include any confidential personal account information. However you may email us with general questions that do not include your personal account information. If we receive email from you via unsecured email, we will not respond to your email, and we will make every attempt to reach you at the telephone number indicated in our records.

We will only respond to email sent to us via our website. Account transactions are only performed upon receiving appropriate electronic forms, you cannot perform transactions on your account via email. You cannot request a stop payment or report any unauthorized transactions via regular email. Since these types of requests require expeditious handling, you must make these requests by calling, mailing a letter to us, or completing a stop payment form on our website. You agree that we may take a reasonable amount of time to act on any email we actually receive from you. Any information you receive from us in response to your email questions is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to emails from the email address we have on file for you. If you change your email address you must notify us before your email address changes.

### OUR LIABILITY FOR ONLINE BANKING, MOBILE BANKING AND BILL PAYMENT SERVICES

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that the Credit Union shall not be responsible for any loss, property damage or bodily injury, whether caused by the equipment or software. Nor shall the Credit Union be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the use of the Online Banking, Mobile Banking or Bill Payment Service. The Credit Union is not responsible for computer viruses. Further, we will only be responsible for acting on instructions sent through Online Banking, Mobile Banking or Bill Payment Service, which are actually received by us. Except as otherwise stated in this Agreement or as required by law, our entire liability and your exclusive remedy with respect to Online Banking, Mobile Banking or Bill Payment Service, is the replacement of any browser or software, if any was provided by us to you.

### NO WARRANTIES

The Credit Union makes no express or implied warranties concerning the Online Banking, Mobile Banking or Bill Payment Service including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law. The Credit Union will provide electronic links to various service providers for your convenience. These services are provided to you via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliances with modems, terminals or network computers that can connect to a telecommunications network. The Credit Union makes no warranties on the products or services offered by any electronic link.

## INDEMNIFICATION

To the extent permitted by law, you agree to indemnify, defend and hold the Credit Union and our directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind which we may incur including, without limitation, our reasonable attorney's fees and court costs that result directly or indirectly, in whole or in part, from your use of the services and performance of transactions via the Online Banking, Mobile Banking or Bill Payment Service.

## YOUR OBLIGATION TO REVIEW RECORDS AND REPORT DISCREPANCIES

We do not provide you with a separate written confirmation for individual transfers conducted through the Bill Payment Service or HomeTeller Service. Confirmation is available through online information about your accounts and your periodic account statements.

## TRANSACTIONS AVAILABLE

You may use the Online Banking service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Obtain account history information on your LBS Financial Credit Union accounts;
- Transfer funds between your Share Draft/Checking, Share/Savings account and HELOC and Visa Credit Card;
- Download transaction information to personal financial management software from your Share Draft/Checking and Share Savings account;
- Make loan payments;
- Account to Account Transfers between LBS Financial accounts and other financial institutions;
- Open additional savings and certificate accounts;
- Set up account alerts or reminders on your account;
- Send money to a person within the United States using Person-to-Person Payment Service;
- Obtain eStatements and eDocs; and
- Pay bills through the Bill Payment service from your Share Draft/Checking.

You may use Mobile Banking to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Obtain account history information on your LBS Financial Credit Union accounts;
- Mobile deposit checks;
- Transfer funds between your Share Draft/Checking, Share/Savings account and HELOC and Visa Credit Card;
- Make loan payments;
- Set up account alerts or reminders on your account;
- Send money to a person within the United States using Person-to-Person Payment service;
- Obtain eStatements and eDocs; and
- Pay bills through the Bill Payment service from your Share Draft/Checking (must sign up for Bill Payment through Online Banking or Mobile Banking first).

## LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Online Banking and Mobile Banking service:

- The maximum transaction amount is \$10,000 during any twenty-four (24)-hour period.

## ➡ ***Additional Disclosures Applicable to Bill Payment Services***

### SYSTEM REQUIREMENTS

To use the Bill Payment service you must have a computer, tablet, or mobile device and Internet Service, browser or mobile application. You must create a user ID and password for Online or Mobile Banking and have an LBS Financial Share Draft/Checking account.

## ADDITIONAL TERMS AND CONDITIONS FOR BILL PAYMENT AND PERSON-TO-PERSON PAYMENTS

A complete set of terms and conditions (separate from this disclosure) is available within the Bill Payment section of Online Banking. A separate disclosure is also available for Person-to-Person Payments on our website under Disclosures.

### RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

#### a) Your right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how:

If the payment is still pending and has not been sent, you can place a stop payment in the Bill Payment section of your Online Banking and Mobile Banking or you can call us at 714.893.5111, 562.598.9007, or 800.527.3328 or write to us at LBS Financial Credit Union, Attn: Electronic Services Department, P.O. Box 4860, Long Beach, CA 90804-0860, in time for us to receive your request three (3) 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 fourteen (14) days after you call.

#### b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

## TRANSACTIONS AVAILABLE

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

- Add/Edit Payee/Biller: Payee refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Payee/Biller feature allows you to add payees to, delete merchants from or edit payee information on your personal list of payees/billers.
- Electronic Billing Notices: Elect to receive electronic billing notices from payees/billers if the payee is set up to deliver bills electronically.
- Make nonrecurring payments from Share Draft/Checking: This feature allows you to schedule one-time payments to payees/billers. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from Share Draft/Checking: This feature allows you to schedule recurring payments to payees/billers.
- View History: View History permits you to see payments made over a specified time period.
- Reminders: This feature allows you to set up reminders for upcoming bills.

## LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Bill Payment Service:

- The maximum you may withdraw by check is \$99,999.99 during any twenty-four (24) hour period;
- Bill payments can only be made from your Share Draft/Checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment Share Draft/Checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments twenty-four (24) hours a day, seven (7) days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days; and
- The bill being paid must be in the Member's name.

## METHODS AND RESTRICTIONS

Payments are made to your payee/biller either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee/biller accepts electronic bill payment, the payment may take up to two (2) business days to process. If the payee/biller does not accept electronic bill payment, the payment will be sent in a check form, and may take up to four (4) business days for the check payments to be received, processed and cleared.

## MEMBER RESPONSIBILITIES

You are responsible for:

- Any late payment, late fees, interest payments, and service fees charged by Payee(s)/Biller(s);
- Any overdraft, NSF, stop payment or Uncollected Funds fees charged by the Credit Union as a result of these transactions. Refer to the Credit Union's Fee Schedule for more information;
- Accurate data input of payee information (payment amount(s), name, address and any other pertinent information);

- Written notification to the Credit Union in the event you wish to cancel this service; and
- Allowing sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

#### **ADDITIONAL TERMS & CONDITIONS FOR BILL PAYMENT AND PERSON-TO-PERSON PAYMENT SERVICE**

A complete set of terms and conditions (separate from this disclosure) are available within the Bill Payment section of Online Banking or Mobile Banking for Bill Payment and Person-to-Person Payment Service.

## **REGULATIONS RELATING TO WIRE TRANSFERS**

#### **APPLICABLE LAW**

This agreement and notice applies to funds transfers as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System.

#### **FUNDS TRANSFER CUT-OFF TIME**

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 12:00 p.m. on each weekday that the Credit Union is open, excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

#### **SERVICE CHARGES/FEES**

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Fee Schedule for current fees.

#### **SECURITY PROCEDURES**

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

#### **USE OF FEDWIRE®**

If you send or receive a wire transfer, Fedwire® may be used. Regulation J is the law covering all Fedwire® transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

#### **IDENTIFICATION OF BENEFICIARY**

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

#### **IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER**

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

#### **PROVISIONAL ACH PAYMENTS**

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

#### **NOTICE OF RECEIPT OF ACH FUNDS**

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

#### **RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS**

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

#### PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

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[www.lbsfcu.org](http://www.lbsfcu.org)

