



## **First U.S. Online Banking Disclosure and Agreement**

This First U.S. Online Banking Disclosure and Agreement (“Agreement”) contains the terms and conditions for the use of First U.S. Community Credit Union’s online banking service (the “Service” or “First U.S. Online Banking”). The words “us,” “we,” “our,” “First U.S.” and “Credit Union” refer to First U.S. Community Credit Union, and the words “you” or “your” mean you, the Member or account holder identified on our account records.

By participating in the Service, you agree to these terms and conditions. In addition, in connection with your use of First U.S. Online Banking, you may be subject to and/or required to agree to various guidelines, rules, disclosures, disclaimers and other terms that we may post on our website or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through First U.S. Online Banking, you will be subject to and/or required to agree to separate user agreements, member agreements or similar agreements governing such features, products or services. All such guidelines, rules, disclosures, disclaimers, 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 accounts, loans, lines of credit that you may view, modify or otherwise access while using First U.S. Online Banking; pricing schedules; our electronic funds transfer agreement and disclosures; and your signature card. In the event of a discrepancy between this Agreement and the Additional Agreements, the terms of this Agreement shall control. The Credit Union in its discretion may modify this Agreement from time to time without notice or as otherwise provided by law. Continued use of the Service constitutes acceptance of any new or amended terms and conditions. Please read this Agreement carefully.

### **Limitation of Service**

When using this Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to determine your eligibility for the Service and to change the qualification requirements at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service or your use of the Service, in whole or in part, immediately and at any time without prior notice, unless required by law.

### **Governing Law**

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the

laws of the State of California. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

## **Keeping Your Account Confidential**

Password Protection: You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. For your protection, we recommend that you regularly change your First U.S. Online Banking password. You can change your password using the Tools- Settings menu. You agree to hold your password and account information in strict confidence and notify us immediately if it's lost or stolen.

Personal Information Protection: In addition to protecting your password and account information, you should also protect your personal identification information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It's your responsibility to protect your personal information with the same level of care that you protect your account information.

## **How to Reach Us**

Business Days: The Credit Union's business days are Monday through Friday, excluding federal holidays. You may contact us by visiting our branch offices during normal business hours, by calling (916) 576-5700 or (800) 556-6768, or by chatting with us at [firstus.org](https://firstus.org).

Secure Email: You may use the "Message Center" feature in First U.S. Online Banking to send secure messages to us.

Glia: You may communicate with us during business hours via Chat, Voice and Video through the Chat LIVE! radio button on the First U.S. website, or in Online Banking and Mobile Banking.

Email: Questions of a general nature may be sent to us via regular email at [firstus@firstus.org](mailto:firstus@firstus.org). Please do not send personal or confidential information to us via regular email.

## **Electronic Banking Disclosure**

Account Access: By using First U.S. Online Banking with your password, you can:

- Make inquiries
- Check account balances
- Transfer funds between your savings, checking, money market and loan accounts

- Access your current or past monthly transaction history
- Download account transaction history into personal financial management software
- Set up customized eAlerts
- Pay bills
- Order checks
- Change address or email address of primary account holder
- Stop payment on a check
- Request a consumer loan
- Get a quote for a loan pay off
- View share holds
- View and print tax information
- View and print copies of checks that have cleared
- Sign up for ATM and Debit Card Courtesy Pay
- View and print eStatements

Services available may be added or canceled at any time. We'll update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement. First U.S. Online Banking is available seven days a week, 24 hours a day. However, from time to time some or all of First U.S. Online Banking may not be available due to system maintenance or upgrades. During such times, you may be able to use Phone-24 (our automated 24-hour service), call our Phone Center or visit one of our branches. (See How to Reach Us for business hours.)

Disclosure of Information to Third Parties: We'll disclose information about your account to third parties only when one of the following conditions exists:

- when necessary to complete a transaction requested by you
- in order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency
- in order to comply with government agencies or court orders if you give us written permission

Periodic Statement: You'll get a monthly account statement (unless there are no transfers in a given month, in which case it will be quarterly). You may elect to receive your statement electronically through our eStatements service. With eStatements, your periodic statement will be available for you to view and print within First U.S. Online Banking. We will send you an email message monthly or quarterly to notify you when your statements are available.

In Case of Errors or Questions About Your Electronic Transfers: Please call us at (916) 576-5700 or (800) 556-6768, write to us at 580 University Avenue, Sacramento, CA 95825, or email us at [firstus@firstus.org](mailto:firstus@firstus.org) as soon as possible 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 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will inform you of 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.

Lost or Stolen Password: If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (916) 576-5700 or (800) 556-6768.

Liability for Unauthorized Transfers: If you believe your personal access code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your personal access code without your permission.

If you DON'T tell us within two (2) business days after you learn of the loss or theft of your personal access code and we can prove that we could have stopped someone from using your personal access code without your permission if you'd told us, you could lose as much as \$500.

Also, if your statement shows transfers that you didn't make, tell us at once. If you don't tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could've stopped someone from taking the

money if you'd told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we'll extend the time periods.

We are entitled to act upon instructions we receive with respect to the service under your Online Banking ID and Password and you are liable for all transactions made or authorized with the use of your Online Banking ID and Password. We have no responsibility for establishing the identity of any person who uses your Online Banking ID and Password. You agree that if you give your Online Banking ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk. If you authorize someone else to use your First U.S. Online Banking password, you're responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

**Adding a User via Online Banking:** If you create/add a user who is not a joint owner on your account via Online Banking, First U.S. Community Credit Union is not liable for any authorized or unauthorized transactions. You, the account owner, create the users and assume all liability.

**Incomplete Transfer of Funds:** If we don't complete a transfer to or from your account on time or for the correct amount according to our agreement with you, we'll be liable for your losses and damages. However, there are some exceptions. We'll not be liable, for instance:

- If, through no fault of ours, you don't have enough money in your account to make the transfer.
- If the transfer would exceed the credit limit on your overdraft line.
- If the system wasn't working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we've taken.

There may be other exceptions stated in our agreement with you.

## **Fees and Charges**

Any service charges for using First U.S. Online Banking will be shown in the Pricing Schedule, prior receipt of which you acknowledge, and may be changed by us from time to time. You are responsible for any fees, such as Internet access fees, telephone line charges, and other fees or expenses that may be assessed and billed separately by your online service provider or telephone company.

## **eAlerts**

eAlerts is a personal financial information alert service that allows you to receive information about your account including, but not limited to, information related to

account balance changes, checks cleared, debit card purchases and electronic deposits or withdrawal notifications. When you access First U.S. Online Banking, you can initiate eAlerts by clicking on the “eAlerts” link. You may set up, change or delete alerts at any time. You agree and understand that this service may not be accessible or may have limited utility over some Internet or mobile networks, such as while roaming. The alerts that you authorize are only available through First U.S. Online Banking. When you create eAlerts, they are linked only to the account under which they were created through First U.S. Online Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by the Credit Union and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds that are on hold, which may affect your available balance.

Limitations on eAlerts: Although eAlerts are designed to give you timely notice of specific events, they may not always provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your alerts, which may or may not be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert. We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or miss delivery of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Security: If you use eAlerts, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via e-mail and text messages may not be secure and the Credit Union cannot guarantee the security of any information transmitted over a mobile device or to an e-mail address.

Changes or Cancellation: You may cancel your participation in eAlerts at any time by deleting any scheduled alerts set up through First U.S. Online Banking. If you need assistance cancelling any alerts, you may contact us directly.

## **Other General Terms**

Severability: In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

Our Liability: Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, First U.S. OR by Internet browser providers OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential

economic or other damages arising out of the installation, download, use or maintenance of the equipment, software, First U.S. Online Banking or Internet browser or access software. In this regard, although we've taken measures to provide security for communications from you to us via First U.S. Online Banking and may have referred to such communication as "secured," we can't provide any warranty or guarantee of such security. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

User Conduct: You agree not to use the Service or the information delivered through the Service in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, or involve the sale of counterfeit or stolen items; (c) violate any law, statute, ordinance or regulation or any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Service; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, libelous, threatening or harassing; (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Service by any other party; (j) permit unauthorized entry or access into the Credit Union's computer systems; or (k) constitute resale or commercial use of the Service.

No Waiver: The Credit Union and its service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of any rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

SavvyMoney: As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score.

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

SavvyMoney's [Terms of Service](#) and [Privacy Policy](#). You may revoke this authorization at any time through your credit score profile settings.

Indemnity: You agree to indemnify, defend, and hold us harmless (by counsel of our choosing) from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of First U.S.

Online Banking, any negligent or intentional action or inaction, and/or any breach of this Agreement. This paragraph shall survive termination of this Agreement.

We invite you to print a copy of this First U.S. Online Banking Disclosure and Agreement and retain it for your records. If you ask, we'll mail you a hard copy of this Agreement.