

USC CREDIT UNION ONLINE BANKING AGREEMENT

In this Online Banking Agreement (the “Agreement”), the words “Credit Union,” “we,” “us” or “our” refer to USC Credit Union. The words “you” or “your” refer to any user of the Credit Union’s online banking service. By enrolling in or using our online banking service (the “Service”), you agree to all of the terms and conditions contained in this Agreement as amended from time to time. We will notify you of any changes as they occur. Electronic fund transfers are electronically initiated transfers of funds involving a deposit account at the Credit Union using the Service. Anyone using the Service agrees to the terms and conditions of this Agreement. By clicking “I Agree” or using the Service, you acknowledge that you have read and agree to the terms and conditions of this Agreement.

This Agreement is given by the Credit Union in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR Part 1005) to inform you of certain terms and conditions for use of the Service described in this Agreement.

In order to use certain features, products or services, you may be required to review and agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Credit Union online banking 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 the Service, you will be subject to, and/or required to agree to, separate user agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that you may view, modify or otherwise access while using the Service; fee schedules; our electronic fund transfer agreement and disclosures; our online bill payment authorization and agreement; and your signature card. The Additional Agreements are available on our website www.usccreditunion.org and upon request by calling (877) 670-5860.

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

ONLINE BANKING SERVICE AND MINIMUM SYSTEM REQUIREMENTS.

The Service is our electronic banking service that allows you to access your accounts without assistance from our staff by using our Internet website (www.usccreditunion.org) and your User ID and password and secondary account verification procedures. The Service is generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software. To access the Service, retain your electronic information and conduct transactions through the Service, you must install and maintain the necessary hardware and software as described below:

- Internet capable device and Internet Service Provider (ISP)
- Internet browser with 128-bit encryption (such as Google Chrome, Internet Explorer, Firefox, Safari) that is SSL (secure socket layer) enabled
- Adobe Reader to view PDF files and other necessary equipment and software required by the respective instructions to download transaction information into Quicken or Microsoft Money.
- Printer connected to my computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more)

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

TYPES OF AVAILABLE TRANSACTIONS.

The Service is available for your savings account(s), checking account(s), money market account(s) and most other savings accounts (with the exception of IRAs) and loan accounts (with the exception of MasterCard credit card accounts), using your User ID and password, for the following transactions:

- Inquiries regarding payroll deposits or other pre-authorized deposits, account balances, and loan payments.
- View and/or download account history as available.
- Transfer funds among and between your accounts with the Credit Union.
- Transfer of funds to and from your accounts at other financial institutions, if you are eligible for and participate in the service.
- Transfer of funds from your accounts to another Credit Union member's account with us if you are eligible for and participate in the service.
- Withdrawals from your savings account(s) (except IRAs or from the principal of a certificate account) or checking account(s) made by Credit Union check issued in the name of the member appearing first on the Account Signature Card and mailed to your address of record.
- Take an advance on your personal line of credit and transfer to your savings or checking account.
- Make loan payments by transferring funds from your checking, money market, and savings accounts at the Credit Union.
- Initiate mortgage and credit card payments from your accounts at other financial institutions to your Credit Union mortgage loan and credit card account.
- Access the Bill Payment Service for transfers from your checking account (requires a separate Bill Payment Services Registration Form).
- Change your online banking password.
- Apply for loans.
- Place a stop payment on checks issued by you.
- Set up and manage account Alerts.
- View IRA balance information and contribution amounts.
- Send and receive secure messages from the Credit Union.
- Enroll in and access electronic statements.
- Re-order checks.
- Access Credit Union forms.
- Change address or other contact information.

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

LIMITATIONS ON TRANSACTION FREQUENCY AND DOLLAR AMOUNT.

1. Fund transfers by and between your accounts at the Credit Union are not limited in terms of minimum or maximum dollar amounts per transaction except as provided for in this Agreement, but are limited to the extent of clear available funds in your account.
2. Fund transfers made using the account-to-account transfer service are limited in any one business day to the extent you have funds available in your applicable account.
3. Advances are limited to the amount of credit available from your personal line of credit account.
4. Bill payments and interbank transfers are limited to a maximum dollar amount of \$10,000 per payment or transfer.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the applicable credit agreement. We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

ONE-TIME AND RECURRING TRANSFERS.

Fund transfers may be processed as a one-time transfer or part of a series of recurring transfers as follows:

1. One-Time Transfers. If you designate a transfer as a one-time transfer, your transfer will be processed during your online banking session, if you have sufficient available funds in the designated account. If you do not have sufficient funds for a one-time transfer, your transfer will be rejected during your online banking session, and nothing further will happen. If you have selected a "Transfer Date" in the future that is not a business day, we will process your transfer instruction on the next business day. You may specify a Transfer Date up to two years in advance.
2. Recurring Transfers. If you designate a transfer as part of a series of recurring transfers, we will make the transfer for the same dollar amount on periodic Transfer Dates that you specify (e.g., weekly, biweekly, monthly, etc.), provided that you have sufficient available funds in the designated account when we process your request. You must designate an initial Transfer Date in the future and specify either the number of transfers to be made or that transfers are to be made indefinitely. Any recurring Transfer Date that falls on a non-business day will be processed on the next business day.

TRANSFERS TO CREDIT UNION LOAN ACCOUNTS.

If you utilize the Service to make recurring payments to pay a Credit Union loan, the system will automatically designate the Transfer Date as the date that the loan payment is due, and the system will automatically designate the transfer amount to be the amount due.

ELIGIBILITY.

You understand and agree that in order to use the Service you must have an account in good standing. Please refer to Part V: Member Conduct and Limitation of Services Policy of the Member Account Agreement and Disclosure for more information on how good standing is defined.

JOINT ACCOUNTS.

If you utilize the Service to access your accounts which are jointly owned, transactions performed on any such account by electronic means where your User ID and password are utilized will be considered authorized by all account owners.

SECURE MESSAGING THROUGH THE SERVICE AND EMAIL COMMUNICATIONS.

You may communicate with us via secure messaging by logging on to our website and clicking on the Messages link. Only certain transactions may be performed on your accounts via secure messaging. For example, while you may inquire about a transaction via secure messaging, you cannot report an unauthorized transaction via secure messaging. You must report unauthorized transactions by submitting the ATM/Debit Card Dispute Form. You agree that we may take a reasonable amount of time to act on any electronic message we actually receive from you. Any information you receive from us in response to your questions sent via secure messaging 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 electronic messages through the secure messaging service via the Service. Certain alerts and communications are sent via email to the email address we have on file. If you change your email address, you must notify us in writing, in person, by telephone or via the Service.

PREAUTHORIZED ELECTRONIC FUND TRANSFERS.

1. **Stop Payment Rights.** If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must telephone us toll-free at (877)670-5860 or send us a written notice at USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718, at least three (3) business days or more before the scheduled date of a preauthorized transfer. If you cancel a transfer instruction for a future recurring payment, your request must specify whether the cancellation applies to only one particular transfer, or to all future transfers in the series with respect to that instruction. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. You may place a stop payment request for a single transfer and future recurring transfers by accessing the Service and following the instructions for stop payments. If you cancel an instruction for future recurring payments through the Service, the cancellation will be effective for all future transfers in the series with respect to that instruction.
2. **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to 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.
3. **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

ACCOUNT ACCESS.

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

DISPUTES.

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

RECORDING OF PHONE CALLS AND EMAIL.

You authorize us and our agents to record or copy any phone call made to or email sent to you concerning the Service.

ASSIGNMENT.

You may not assign this Agreement to any other party. We may assign this Agreement at any time in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSACTIONS.

During any month, you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party using any combination of preauthorized or automatic transfers or telephonic orders or instructions. However, you may make an unlimited number of withdrawals from or transfers among your savings accounts by mail, messenger or in person at the Credit Union or at an ATM, subject to any limitations set forth in this Agreement. You may also make an unlimited number of withdrawals from your savings accounts through the Credit Union telephone banking service, the Service, or by telephone if you request that we send you a check at the last address of record, payable to the person whose name appears first on the membership agreement, subject to any limitations set forth in this Agreement. Transfers or withdrawals in excess of the above limitations will not be honored.

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

Each transfer or payment through the Service from your savings or money market deposit account is counted as one of the six (6) limited transfers you are permitted each statement period. **The Credit Union recommends that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers.**

We reserve the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.

We will maintain the privacy of your account information in accordance with our [Privacy Policy](#). We will disclose information to third parties about your account or the transfers you make in the following circumstances:

- When it is necessary to complete an electronic fund transfer; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- To comply with a government agency or court orders; or
- If you give us your written permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS.

In case of errors or questions about your electronic fund transfers, telephone us toll-free at (877)670-5860 or send us a written notice at USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718 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 sixty (60) days after we sent the FIRST statement on which the problem or error appears. In your notice you must:

- Tell us your name and account number.
- 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.
- 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 tell you the results of our investigation 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 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 re-credit your account.

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

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents used in our investigation.

OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUND TRANSFERS.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your loss or damage. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction.
- You provide an incomplete or incorrect User ID or password, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by the Credit Union to authenticate your identity, or because your User ID or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making transfers.
- Your computer or other device fails or malfunctions or if the Credit Union's online access system was not properly working and you knew about this breakdown when you started the transaction.
- Circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) despite reasonable precautions that we have taken.

- The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- We have received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house or a terminal owner).
- Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system.
- You make an error in keying your deposit through the Service (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result).
- The payee mishandles or delays a payment sent by the Bill Payment Service.
- You have not provided our Bill Payment Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.
- Any transaction prohibited by law, regulation, court order, or would be considered illegal activity.

We may establish other exceptions in addition to those listed above. Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your bill payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

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

USER ID AND PASSWORD.

Your User ID and password are established for security purposes. You understand that you cannot use the Service without a User ID and password. **YOU AGREE THAT USE OF THE USER ID AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.** Your password acts as your signature. We may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. The User ID and password are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of your User ID and password. You agree not to disclose or otherwise make your User ID and password available to anyone not authorized to sign on your accounts. You understand that if you disclose your User ID and password to anyone, you have given them access to your account(s) via the Service to review all of your account information and to engage in account transactions and you are responsible for all such transactions. Therefore, we are entitled to act on all transaction instructions received using your User ID and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your User ID and password in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your User ID and password. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the User ID and password have been changed.

We recommend that you change your password regularly and that your passwords contain between six (6) to twenty (20) alpha or numeric characters and that you do not use passwords that could be easily guessed, such as your birthdate, last name, or other information that may be publicly available.

We also recommend that you purchase and utilize anti-malware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over my account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

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

To maintain the security and privacy of your account, we recommend that you periodically change your password. If you fail to maintain the security of your User ID and/or password and the Credit Union suffers a loss as a result, we may terminate your access to the Service immediately.

BILL PAYMENT SERVICES AGREEMENT

In addition to the Online Banking terms and conditions above and the other applicable terms and conditions of your Online Banking Agreement, the following additional terms and conditions apply to Bill Payment Services.

USE OF BILL PAYMENT SERVICES.

To use Bill Payment Services, you must complete the Bill Payment Registration Form. Upon our approval, we will forward the necessary information to the Bill Payment Service Provider, who will send you a confirmatory email that your Bill Payment Application has been approved, thus allowing you to use the Services. All payments made through the Bill Payment Service will be deducted from your designated checking account. Any payee you wish to pay through the Bill Payment Service must be payable in U.S. Dollars. Each payee must appear on the payee list you create with us and the account you are paying must be in your name.

TRANSACTIONS AVAILABLE THROUGH ONLINE BILL PAYMENT.

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

1. **Add/Edit Payees:** “Payee” refers to the entity to which you pay bills. The payee may be a company, organization, or individual. The Add/Edit Payee feature allows you to add payees to, delete payees from, or edit payee information on your personal list of payees. We reserve the right to refuse the designation of a “Payee” for any reason. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.
2. **Non-Recurring Payments:** Make non-recurring payments from your checking account or money market account. This feature allows you to schedule one-time payments to payees and to specify the amount of the payment and the processing date.
3. **Recurring Payments:** Make recurring payments from your checking account or money market account. This feature allows you to schedule recurring payments to payees. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

NOTE: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

4. Non-recurring and Recurring Payments: The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, and you must allow ample time for your payments to reach your "Payees."
5. View History to see payments made over a specified time period.
6. Use Bill Payment.

LIMITATIONS ON TRANSACTIONS.

The following are limitations on the use of our Bill Payment Service:

1. The maximum transaction amount per check or ACH payment is \$10,000.00. Limit does not apply to payments initiated externally.
2. Bill payments can only be made from your Credit Union checking account.
3. Payments cannot be made for tax payments, court ordered payments, or payments to payees outside the United States.
4. You cannot stop a payment if the payment has already been processed.
5. You cannot schedule payments for payment on a non-business day.
6. The minimum transaction amount per check/electronic payment is \$0.01.

IMPORTANT: You must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with payee, not taking into account any grace period provided by payee). If you do not allow sufficient time, you will assume full responsibility for all late charges, finance charges, or other actions taken by payee.

Payments are made to payees either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment used depends, in part, upon the processing method that can be accommodated by the payee or by our Bill Payment Provider. Electronic payments may take up to five (5) business days to process. If the payee does not accept electronic bill payment, the payment will be sent in check form and may take up to ten (10) business days to process. The Credit Union is not liable for any service or late charges levied against you. You may arrange to pay certain recurring bills from your designated checking account.

LIABILITY.

The Bill Payment Service Provider is responsible only for meeting regulated industry security standards in making payments upon your authorization and for mailing or sending a payment to the designated merchant payee in accordance with this Agreement. The Credit Union and the Bill Payment Service Provider are not liable for any damages you incur if you do not have sufficient funds in your designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Bill Payment Service Provider.

INSUFFICIENT FUNDS.

We will overdraft from your Regular Share Account or personal line of credit account according to the instructions you have given us if there are not sufficient available funds in the designated checking account. However, no such overdrafts will be available for payments on Credit Union loans.

A written notice will be sent to you of transactions we are unable to process because of insufficient available funds. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. Insufficient available funds will prevent us from making more payments until resolved. You authorize us, and any third-party acting on our behalf, to choose the most effective method to process your payments. You will receive a transaction confirmation number for each properly instructed payment. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment.

PAYMENTS.

We may charge your designated checking account on the day that a check or other transaction is presented to us directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments, but will notify you of any such refusal within three (3) business days following receipt of your process date.

STOP PAYMENTS.

You can cancel a payment before it processes. However, you would need to contact our Bill Payment Service Provider to cancel the payment BEFORE 12:30pm EST on “day 2.”

In order to request a stop payment or change a Bill Payment transaction that has already processed, contact our Bill Payment Service Provider before 5:00 p.m. PST. If a bill has already been processed by our Bill Payment Provider, it may still be stopped if it has not yet been presented for payment and if it is not an electronic payment type.

You will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees as stated in our *Schedule of Fees*. You will cancel all outstanding payment orders with the payee(s) before notifying us to terminate this service feature.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ONLINE BANKING AND BILL PAYMENT SERVICES

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING.

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

You are responsible for all transfers you authorize using the Services under this Agreement. If you authorize other persons to use your User ID and password, you are responsible for any transactions that such persons authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe your User ID or password have 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. A written notification to us should follow your

telephone call. You could lose all of the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you learn of the loss or theft of your User ID or password, you can lose no more than \$50 if someone accessed your account using your User ID or password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User ID or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

In addition, if your statement shows transfers that you did not make, including those made by User ID, password or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or delivered 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 making the transfers if you had told us in time. If a good reason (such as an extended trip or hospital stay) kept you from telling us, we will extend the time periods.

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

If you believe your User ID or password have been lost or stolen or that someone will or may use it to transfer money from your account without your permission, you must telephone the Credit Union toll free at (877)670-5860, or write to us at: USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718. 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.

CHARGES FOR ELECTRONIC FUND TRANSFERS.

All charges associated with your use of the Services are set forth on the *Schedule of Fees*. We reserve the right to impose service charges at a future date after we give you notice of such changes as required by law. Any fees charged will be deducted from your account. If you request an advance from your personal line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement and our *Schedule of Fees*.

CHANGE IN TERMS.

We reserve the right to change the terms and conditions upon which the Services are offered and may amend, modify, add to, or delete from this Agreement from time to time. If you have an account with us through which electronic transactions are processed, you will receive written notice of a change in terms at least twenty-one (21) days before the effective date of any change, or as required by law. Further, the Credit Union may, from time to time, revise or update the Services, programs, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Services, any programs, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

DISCLOSURE OF DELAYED FUNDS AVAILABILITY.

If we have placed a hold for uncollected funds on an item you deposited, there could be a delay in your ability to withdraw or transfer such funds using the Services. For further details, refer to our [Funds Availability Policy](#).

VERIFICATION.

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

TERMINATION OF THE SERVICES.

You may, by written request, terminate the Services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason. In addition, the Services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing. After suspension, the Services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits. Termination of the Services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

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

Upon termination of this Agreement or the Services, the Credit Union will endeavor to cancel any applicable account transactions you have previously authorized, but the Credit Union makes no guarantee that it will be able to do so. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that the Credit Union is unable to cancel or that have already been processed before the requested termination date will be completed.

NOTICE AND COMMUNICATIONS.

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through the Services, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change of address or email address. You may notify us in person at any of our offices, via the Online Banking Service, or by sending a written and signed notice to USC Credit Union, P.O. Box 512718, Los Angeles, CA 90051-0718, Attention: Member Services.

COLLECTIONS.

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

SEVERABILITY.

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

NO WAIVER.

We 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 on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

HEADINGS.

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

DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT WE ARE PROVIDING THE SERVICES ON AN "AS IS" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

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

YOUR AGREEMENT TO INDEMNIFY THE CREDIT UNION.

Except to the extent that the we are liable under the terms of this Agreement or another agreement governing the applicable account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from:

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

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

GOVERNING LAW; JURISDICTION; VENUE.

You acknowledge and agree that this Agreement was entered into in the State of California, and shall be governed by and construed in accordance with the laws of the State of California (without regarding to conflict of law provisions). Any action with respect to this Agreement, the Services or any transaction may be filed in or transferred to federal or state courts located in Los Angeles, California. You agree to submit to the personal jurisdiction of the courts of the State of California.

RELATIONSHIP TO OTHER DISCLOSURES.

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

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT.