

## ONLINE TERMS OF SERVICE



Community First  
Credit Union

This Agreement sets out the terms and conditions on which Community First Credit Union (CFCU) will provide, and you may use, CFCU Digital Banking .

Upon approval, you may use your personal computer, smart phone, or other Internet connected device to access your accounts. Please read this

Agreement carefully and keep a copy for your records, as this forms a legally binding agreement between you and Community First Credit Union. In this agreement, the words "you" and "yours" mean those who are owners, joint owners, or any authorized users. The words "we", "us", and "our" mean Community First Credit Union. The words "Digital Banking" will refer, eStatements, or any other electronic access as referenced herein. Except as expressly stated in this Agreement, "CFCU Digital Banking" will collectively refer to CFCU's general Digital Banking service.

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's headquarters office is located. Your use of CFCU Digital Banking is also subject to the terms and conditions in your Community First Credit Union Account Disclosure and Agreement, your loan agreements, our **EFT** Agreement & Disclosure, your agreements with our Service Providers who help make these services available to you, and other such applicable disclosures incorporated into this Agreement by reference. Generally, account agreements are available on the CFCU information website, or were provided when you initiated your account or loan. By using Digital Banking, you agree to these terms and submit your application for Digital Banking.

CFCU reserves the right to restrict your use or deny your application for CFCU Digital Banking, or any service associated with Digital Banking, if you are in default of any agreement with CFCU as outlined in your Account Disclosure and Agreement or other agreement with CFCU.

We are offering Digital Banking through one or more Service Providers that we have engaged to render some or all of the service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the right and protections that this Agreement provides to us.

**A. Arbitration and Waiver of Class Action** - You and the Credit Union agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts or the products or services the Credit Union has provided under this Agreement, will provide or has offered to provide to you, and/or any aspect of your relationship with the Credit Union related to Digital Banking (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or a copy of the Rules can be obtained at any Credit Union branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the

fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

**a. Selection of Arbitrator:** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

**b. Effective Date:** This Arbitration Agreement is effective upon the 61<sup>st</sup> day after we provide it to you ("Effective Date") unless you opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

**c. Claims Arising Prior to Effective Date: THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE.** If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

**d. Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court, and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorney's fees, unless you prevail on your Claim in the arbitration, in which case, we will pay your attorney's fees. However, if the Credit Union prevails, then you will not be required to pay our attorneys' fees and cost.

**e. Class Action Waiver:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**f. Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.

**g. Survival:** This Arbitration Agreement will survive termination of this agreement.

**h. Right to Opt-Out:** You have the right to opt-out of this Arbitration Agreement, provided you notify the Credit Union of your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if you notify the Credit Union in writing at, P.O. Box 6004, Santa Rosa, CA 95406, within such sixty (60) day time period. If you fail to opt-out within this sixty (60) day time, you will be deemed to have consented to the resolution of your Claims through binding arbitration. In the event you opt-out, it shall not affect other terms and conditions of your Agreement or your relationship with the Credit Union.

**i. Amendment/Termination:** We reserve the right to amend or terminate this Arbitration Agreement, subject to an additional right to opt out, provided that we notify you in writing at least thirty (30) days prior to such amendment or termination taking effect. Notwithstanding anything in this Agreement to the contrary, any amendment or termination of this Arbitration Agreement shall not apply to Claims that arise out of, affect or relate to conduct that occurred prior to the effective date of such amendment or termination.

**j. FOR MORE DETAILS** or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

## **B. Scope of Services**

You may use your connected devices to access CFCU Digital Banking for the following services:

- View and retrieve account history
- Obtain balance information on your account
- Transfer funds between or within CFCU or to other institutions
- Access your electronic Statements ("eStatements")
- Make bill payments through Bill Payment
- .
- Receive account alerts for specific types or transactions or notices as you designate.
- Communicate with CFCU using the "Messages" feature.
- Other services CFCU may make available through CFCU Digital Banking.

## **C. Required Username and Password**

To access CFCU Digital Banking, you must select a unique username and password. You will also be asked to register the nonpublic computer(s) that you routinely use to access Digital Banking. Registering your computer forms a digital fingerprint, allowing the system to recognize your computer(s) each time you log in. After your initial sign-in, you may change your password at any time through available settings in CFCU Digital Banking. When using a mobile device, you will first access CFCU Digital Banking using your mobile device passcode verification ("passcode") and then entering the required username and password in the CFCU mobile app.

The username and password are for your security purposes and should not be disclosed to third parties. You are responsible for maintaining the confidentiality of your username, password, and mobile passcode. To keep your password secret, please follow these simple rules: (1) Memorize it; (2) Do not keep a written record of your password; (3) If you must write your password down, do so in a way that it will not be recognized as password, and do not write them on or near computer in your home or office; (4) Don't share or let anyone use your password.

**YOU AGREE THAT USE OF THE USERNAME AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.** You agree that the use of your username and password, will have the same effect as your signature authorizing transactions. CFCU shall be entitled to rely on the authority of any person who accesses your Digital Banking using valid online credentials, including such persons who may not be signers on your account.

## **D. Authorized Users**

If you authorize another person to access your accounts through CFCU Digital Banking and provide that person with your username and password or mobile device passcode, you are authorizing that person to use CFCU Digital Banking to review all of your account information and make account transactions, including transactions initiated through Bill Pay, Account Alerts, and External Account Transfer services, regardless of any limits to which you and the authorized user have agreed. You are responsible for any transactions that person makes. CFCU is not subject to agreements between you and other people limiting their use of your CFCU Digital Banking access.

If you authorize anyone to use your account in CFCU Digital Banking in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying CFCU and changing your username and password. You remain liable for any use of your username and password that occurs before you tell CFCU to cancel them AND change them in the Digital Banking system.

## **SERVICES**

### **A. Bill Pay Services**

Through CFCU Digital Banking, you may also enroll in Bill Payment Services (Bill Pay), which you may use to make payments to merchants, institutions, or individuals. We reserve the right to not allow the designation of a particular merchant or institution. Your use of Bill Payment Services is governed by the terms and conditions of the Bill Pay Agreement as well as this agreement and the Account Disclosure and Agreement.

### **B. Internal Transfers**

You may make funds transfers between your accounts or to other Member accounts at CFCU. Additionally, you may transfer funds for loan payments on loans listed on your account except mortgage or credit card loans. Transfers may be established for a one-time transfer or scheduled as recurring transfers. Internal transfers may not be used to pay off mortgage loans. Please contact CFCU for mortgage pay off instructions. You understand that this authorization could be terminated by CFCU if, on the date that the transfer is to take place, there are not sufficient funds in the account you have specified as the "transfer from" account. In order to transfer funds to another Member, that Member must provide you with their account number. You may use this information along with the Member's name to transfer funds.

Scheduled Transfers - Deposits:

Recurring transfers scheduled by you will continue until either you instruct CFCU to cancel the transfer or the authorization is terminated by CFCU. Transfers will occur for partial amount if full amount is not available.

Scheduled Transfers - Loan Payments

Provided you have sufficient available funds, transfers will take place on the date you specified as follows:

- **Scheduled One -Time Payment:** The transfer amount will be the amount you specified. Transfers will not occur if the full amount is not available.
- **Recurring Loan Payment:** The transfer amount will be the amount you specified. Transfers will occur for a partial amount if the full amount is not available.
- **Recurring Line of Credit Payment:** The transfer amount will be the amount you specified or your loan payment amount as provided for in the loan agreement, whichever is greater. Transfers will occur for a partial amount if the full amount is not available.

If you select recurring transfer, transfers will continue until the loan is paid in full or you cancel the automatic payment. It is your responsibility to see that all payments are made according to the loan agreement. Scheduled transfers may be used for your regularly scheduled payments or principle only payments. If a payment is due, you must make your regularly scheduled payment before making a principal only payment. You understand that automatic transfers are offered as a courtesy and CFCU reserves the right to cancel the service if you do not have sufficient available funds to complete the transfer.

## **C. External Transfers - Personal Accounts Only**

With External Transfers, you may transfer funds between your CFCU accounts and your accounts at other financial institutions via the Automated Clearing House ("ACH") as permitted under by law and each financial institution. All transactions are limited to available funds in your accounts. External Transfers may be used for:

- Transfers from your CFCU account to your account at another institution
- Transfers from your account at other institutions to your CFCU account
- Loan payments from another institution to your CFCU loans (with the exception of First Mortgages and Visa Credit Cards)

External transfers cannot be used to transfer funds from an CFCU account to another CFCU account or loan. Instead, Internal Transfers should be used should be used to make loan payments on loans listed under your account at CFCU.

CFCU may send email communications regarding your transactions at our discretion.

### **Eligibility**

To be eligible for External Transfers, you must be at least eighteen (18) years old, have an account open at CFCU for thirty (30) calendar days or more, be an CFCU Member in good standing, and be an owner of the account at the other institution. Businesses are not eligible to use External Transfers. CFCU reserves the right to revoke this service if, at any time, you no longer met these eligibility qualifications.

### **Account Validation**

You authorize us to validate the accounts through the use of a test transfer, in which three transactions (two credits and one debit) will be transacted through your account.

Once the test transfer is complete, we may ask you to access your account at the other financial institution to tell us the amount of the test credits or any additional information reported by your bank with this test transfer. We may also verify accounts by requiring you to submit proof of ownership of the account through Instant Account Verification (IAV). If you do not provide validation of the account, you will not be permitted to access the account using External Transfers.

### **Accounts**

By using External Transfers, you represent and warrant to us that you have the right to authorize and permit us to access your accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us with is true, current, correct, and complete. You hereby authorize and permit CFCU to use information submitted by you to accomplish these purposes. For as long as you are using External Transfers, you give to CFCU a limited power of attorney and appoint CFCU as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer

instruction for the purposes of security procedures applicable to accounts, as fully to all intents and purposes as you might or could in person. Once CFCU has actual knowledge you wish to cease using External Transfers as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, any act done by CFCU in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each account provider is independent of CFCU and your use of External Transfers. CFCU will not be responsible for any acts or omissions by the financial institution or other provider of any account, including without limitation any modification, interruption, or discontinuance of any account by such provider.

You acknowledge and agree that when CFCU is affecting a funds transfer from or to any of your accounts, CFCU is acting as your agent, and not as the agent or on behalf of any third party. You agree CFCU, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

You agree we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the accounts; (2) our debit and/or credit or inability to debit and/or credit the accounts in accordance with your funds transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the accounts; (4) any charges imposed by any provider of accounts and (5) any funds transfer limitations set by the financial institutions or other providers of the accounts.

Not all types of accounts are eligible for funds transfer. Be sure to check with your financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, investment, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

### **Transfer Types and Limitations**

External Transfers will be processed on business days. Our business days are Monday through Friday. Weekends and Federal Holidays are not included. Transfers requested after 1pm on a non-business day will be considered received on the following business day. The date the debit is estimated to take place is known as the "transfer date". When establishing a transfer, External Transfers will display the earliest estimated transfer date available. Following the debit, the transfer will take approximately 3-4 business days to complete.

You may set up transfers that will occur one time only ("One time transfer") or will continue on a monthly basis for a set date and set dollar amount ("recurring transfer"). Recurring transfers will continue on a scheduled basis until you request CFCU to cancel the transfer.

Please ensure that you have sufficient funds to affect any funds transfers from your accounts. We may at any time decline to affect any funds transfer that we believe may violate applicable law.

We may limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable accounts. External Transfers are limited by dollar amount as a daily. The amount of your limit is established at our sole discretion and will be disclosed to you at the time of your transfer.

We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using External Transfers. Without limiting the foregoing, in the event that your use of External Transfers has been suspended and reinstated as provided herein, you understand and agree that your use of External Transfers thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Additionally, all funds' transfers are also subject to the rules and regulations governing the relevant accounts. You agree not to effect, any funds transfers from or to an account that are not allowed under US law and the rules or

regulations applicable to such accounts including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.

We reserve the right to decline to affect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

### **Loan Payments**

You may use External Transfers to transfer funds from another institution to make payments to your loans at CFCU with the exception of CFCU Visa Credit Cards and CFCU First Mortgages. Because recurring transfers set up through External Transfers are done in fixed amounts, CFCU does not recommend establishing recurring transfers to loans with fluctuating payment amounts such as Home Equity Lines of Credit or Personal Lines of Credit, as it could lead to overpaying or underpaying your loan. You are responsible for canceling recurring transfers after a loan is paid in full. If you do not cancel a recurring transfer after a loan is paid in full, CFCU will deposit the transfer amount into your savings account.

CFCU reserves the right to cancel External Transfers at any time for any reason.

### **Authorization**

You authorize us to select any means we deem suitable to provide your funds transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems including Automated Clearing House as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned it will be the property of CFCU.

Once your account has been debited, CFCU receives the funds, and we are reasonably certain the debit will not be returned (in most cases this is between 3-4 days), CFCU will credit your account. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize CFCU to collect from the account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit or reverse a transfer in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To affect this collection, you understand and authorize us to debit the credited account or the debited account in the same dollar amount as the original funds transfer. There may be a fee associated with such collection imposed by the financial institution holding the account.

In the event a debit to any of your accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to collect either the debited or the credited account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable account in accordance with this Agreement (see "Documentation," below).

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

### **Documentation**

You may access a history of all funds transfers through your transaction history displayed on CFCU Digital Banking or on your accounts statement. If a funds transfer could not be completed, CFCU upon learning the funds transfer has failed, may make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, the transfer will not be processed, and you will be responsible for contacting your financial institution or other provider of the relevant account to learn more about the failure.



## **Your Responsibility for Errors**

You understand we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, CFCU reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

In case of errors or questions about your funds transfers, contact CFCU immediately. Please see the "HOW TO CONTACT US" section at the end of this disclosure.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of financial institutions holding the account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

## **Security Procedures**

You understand that the financial institution at which an account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such account.

You agree to allow us to authorize any financial institution at which you have an account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

## **Account Number Policy**

If funds transfer instructions identify an account holder by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree we have no responsibility to investigate discrepancies between names and numbers.

## **Our Liability**

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account. CFCU is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, CFCU shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of CFCU hereunder.

You agree your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable accounts to make any funds transfer you request that



we make on your behalf through External Transfers. You understand and agree we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making a funds transfer or if CFCU's website was not working properly and you knew about the issue when you started the funds transfer.

#### **Limitation of Warranty and Liability**

Except as described in this Agreement or pursuant to applicable law, we will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use External Transfers, any inaccuracy of any information or amount retrieved by us from the accounts, any breach of security caused by a third party, any transactions entered into based on External Transfers, any loss of, unauthorized access to or alteration of a user's transmissions 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.

#### **D. Account Alerts**

The Account Alerts Service 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. You may elect to have alerts sent to you either by email or text to your mobile device. When you access CFCU Digital Banking, you can initiate alerts by clicking on the "Alerts" link. You may set up, change or delete alerts at any time. You agree and understand this service may not be accessible or may have limited utility over some Internet or mobile networks, such as while roaming. The alerts you authorize are only available through Digital Banking. When you create alerts, they are linked only to the account under which they were created through Digital Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by CFCU and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds on hold, which may affect your available balance.

CFCU has General Alerts set that are default security alerts and other notifications triggered by important events, such as changes to your personal information.

#### **Limitations on Services**

Although the Account Alerts Service is designed to give you timely notice of specific events, it 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 the control of CFCU, 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.

CFCU will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. CFCU is not responsible for security alerts or other alerts that are sent and used by a fraudster who has taken control of your personal email account. We assume no responsibility for the timeliness, reliability, deletion, or mis 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 this service, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via email and text messages may not be secure and CFCU cannot guarantee the security of any information transmitted over a mobile device or to an email address.

## **Changes or Cancellation**

You may cancel those alerts you have set up on your own at any time by deleting any scheduled alerts set up through Digital Banking. The Credit Union has implemented some alerts that are set for all Digital Banking users as an additional layer of protection. Such alerts are part of the use of the Digital banking platform and cannot be re-configured. If you need assistance in cancelling any alerts you may contact CFCU directly using the "HOW TO CONTACT US" section at the end of this Agreement. We reserve the right to change or cancel the Account Alerts Service at any time without notice.

## **E. Account Aggregation**

### **Aggregation of CFCU Accounts**

You may request to aggregate your CFCU accounts in CFCU Online in order to view and access additional CFCU accounts of which you are an owner, trustee, or custodian. You warrant and represent that you are authorized to access accounts and loans displayed in CFCU Digital Banking when you supply your username and password. If you are no longer authorized to access such accounts, you are responsible for immediately notifying CFCU to have the account removed from your access. If you perform any transactions on accounts on accounts you are not authorized to access, you will be solely responsible for returning all funds to CFCU. If you fail to return funds to CFCU, you agree that CFCU may debit any account you have with CFCU unless otherwise prohibited by law, see "Our Right of Offset and Statutory Lien on Shares" section in your Account Disclosure and Agreement.

### **Aggregation of Other Institution Accounts**

If CFCU makes the service available, you may choose to aggregate accounts you own at other institutions through CFCU Digital Banking, which will allow you to view balances and history. This option is purely a courtesy by CFCU to provide added convenience. You understand and agree that CFCU is in no way responsible for the management, maintenance, or accuracy of your accounts at other institutions. If you have questions about accounts at another institution or believe there is an error on such an account, you must contact that institution for assistance. You further understand that any other institution account aggregated through CFCU Digital Banking will be viewable to any other joint owners of your CFCU account as well as any authorized user of your CFCU Digital Banking account. If you do not wish other joint owners or authorized users to have such access, you should not aggregate your accounts.

## **F. Mobile Deposit Access displayed**

Your Mobile Deposit Access amount is the amount of your day's deposit that will generally be made immediately available to you. For your convenience, this Mobile Deposit Access applies to deposits in-branch or at our ATMs.

Deposit amounts that exceed this limit may be placed on hold. Your Mobile Deposit Access limit is based on account history and may change at any time. All deposits are subject to CFCU's Funds Availability Policy.

Based on your relationship with CFCU, our Courtesy Pay program may cover your checks, automatic bill payments (including automated and recurring debit transactions) and, if you choose everyday debit card transactions if you have an insufficient available balance to pay the transaction, but we pay it under Courtesy Pay program (resulting in an overdraft). We provide this service in anticipation that you will make a deposit immediately to bring your account to a positive balance and pay any applicable fees, and no later than within 20 days. CFCU Offers Courtesy Pay as a

Member Service and is under no obligation to pay items when your account has insufficient available funds, even if previous overdraft transactions have been paid by us.

### **Overdraft Protection Transfer**

You may use CFCU Online to designate accounts and/or a pre-existing Line of Credit as a source for an overdraft protection transfers to your checking account. Accounts and loans eligible to be used as sources of overdraft protection are savings accounts, money market accounts, and personal lines of credit. Overdraft protection transfers will occur in the order you designate and are subject to the terms and conditions of your Account Disclosure and Agreement.

## **USE OF CFCU DIGITAL BANKING**

### **A. Fees**

We reserve the right to charge fees for services offered through CFCU Digital Banking. See CFCU's Cost Recovery Schedule for a current list of fees. If you choose to proceed with the transaction, you authorize CFCU to debit your account in the amount indicated. You understand and agree that you are responsible for paying all fees associated with the use of CFCU Digital Banking.

From time to time, CFCU's services fees may be changed. We will notify you of any changes as required by law.

### **B. Account Information**

The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions, Visa® debit card transactions, and our Funds Availability Policy.

### **C. Messages**

CFCU may not immediately receive message communications that you send and CFCU will not act based on message requests until CFCU actually receives your message and has a reasonable opportunity to act. If you need to contact CFCU immediately regarding an unauthorized transaction or stop payment request, you may call the CFCU at the telephone number listed in the "HOW TO CONTACT US" section at the end of this Disclosure.

### **D. Suspension and Reinstatement of Service**

You agree we may immediately terminate this agreement and your use of CFCU Digital Banking and all related services without prior notice if any of the following occur: (a) you (or any authorized user) breach this or any other agreement between us; (2) we have reason to believe that there has been or may be an unauthorized access to your account; (3) you request us to do so.

### **E. Change of Terms**

CFCU reserves the right to change the Terms under which CFCU Digital Banking is offered at its sole discretion at any time; however, CFCU will notify you of any material change to the Terms. In most cases, you will receive the notice online the next time you log in; however, CFCU reserves the right to notify you by email or by conventional mail, at its discretion. You agree that if you continue to use CFCU after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be eligible to use CFCU Digital Banking. You can review, download and print the most current version of this Agreement at any time by clicking on "Documents." If you do not agree to the changes, or if at any time you wish to discontinue your use of CFCU Digital Banking, contact CFCU directly using the "HOW TO CONTACT US" section at the end of this Agreement.

## **F. Account Information Disclosure**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website. However, we may disclose information to third parties about your account or the transfers you make in the following situations:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the authorized request of a third-party merchant.

To comply with government agency or court orders.

- If you give us your express permission.

## **G. Limitation of Liability for Failure for Digital Banking Services.**

CFCU Digital Banking and all services offered through CFCU Digital Banking are generally available 24 hours a day, seven (7) days a week, although the system may be down from time to time for maintenance.

If we do not complete a transaction on your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error. You agree that neither we shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, CFCU, or by Internet access providers, online service providers or by an agent or subcontractor of any of the foregoing. CFCU or any service providers we use to offer CFCU Digital Banking will not be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, CFCU Digital Banking, Internet browser, or access software. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. CFCU will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make a transaction, your account is inactive, or the transaction would go over the credit limit on your line of credit, if applicable.
- If you used the wrong username and password or you have not properly followed any applicable computer, or CFCU user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or CFCU Digital Banking was not properly working, and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (e.g., fire, flood, telecommunication outages or strikes, equipment or power failure) prevent you from making the transaction.
- If the funds in your account are subject to an administrative hold, legal process, or other claim.
- If you have not given CFCU complete, accurate, and current instructions so CFCU can process a transfer.
- There maybe other exceptions stated in either this agreement or the Credit Union's Account Disclosure and Agreement.

## **H. Transfer Limits**

CFCU Digital Banking transfers and check withdrawals out of your Money Market accounts are limited to six (6) per month. This limitation includes any withdrawals from a Money Market account made by via Internal Transfer, External Transfer, or Bill Payment.

## **Your Liability for Unauthorized Use - Business Accounts and other Non-Personal Accounts only**

You are liable for any unauthorized activity on your account unless the unauthorized activity is the result of CFCU's negligence or misconduct. Tell us at once if you believe anyone has accessed your accounts without your authority. Telephoning us is the best way of keeping your possible losses down. If you believe your username and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately. Please refer to the "HOW TO CONTACT US" section at the end of this Disclosure for how to notify us.

The Electronic Funds Transfer (EFT) Act and its implementing regulation Federal Reserve Regulation E, and hence the error resolution and liability protections applicable to consumers which may be listed on with any periodic statements or other documents you receive from us, do not apply to accounts maintained for business purposes. Please see the Unauthorized Activity, Error Resolution Section in your Account Disclosure and Agreement for more information.

## **I. Preauthorized Payments -- Right to Stop Payment and Procedure for Doing So:**

If you have told us in advance to make regular payments (preauthorized payments) from your account, you can stop any of these payments. We must receive your request to stop a preauthorized payment at least 3 business days before the payment is scheduled to be made. (Please refer to the "HOW TO CONTACT US" section at the end of this Disclosure for contact information). If you make your request over the phone, we may also require you to put your request in writing and send it to us within 14 days after your call. You may not place a stop payment on an Internal Transfer. If you have requested an External Transfer and it has not yet been processed, you may delete the request in CFCU Digital Banking. However, if your requested transfer is in progress, you may not cancel or stop pay the request.

If you order us to stop a preauthorized payment 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.

### **Notice of Varying Amounts:**

If you set up regular payments to another person or company and those payments vary in amount, the person or company you are paying will tell you how much the payment will be and when it will be charged. This will occur at least 10 days before the payment.

## **K. Security Encryption**

CFCU Digital Banking uses the Secure Socket Layer (SSL) encryption technology for everything you do while using CFCU Digital Banking. Your browser automatically activates this technology when it attempts to connect to CFCU Digital Banking. CFCU Digital Banking requires a browser that supports minimum 128-bit encryption and will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked." What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

### **Certificate Authority**

The servers hosting CFCU Digital Banking have been certified by a Certificate Authority to assure you that you are actually connecting to CFCU Digital Banking and not someone pretending to be us. If you are using an older browser, you will see that the Certificate Authority's key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

## **Cookies**

During your use of CFCU Digital Banking, our Internet banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer's hard drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be discarded. A new cookie is used for each session; unless you indicate that this is a computer you use regularly and should not be challenged by selecting "remember computer". It is your responsibility to ensure cookies are not saved on public computers by not selecting "remember computer" or by deleting cookies prior to leaving the computer.

## **Additional Security Guidelines:**

- All authorized users should sign off after every CFCU Digital Banking session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log in.
- The security of public computers (e.g., in a library, or Internet cafe) cannot be assured; therefore, we recommend that you refrain from accessing CFCU Digital Banking on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing CFCU Digital Banking.

## **L. Email Addresses from Minors**

You may use CFCU Digital Banking to provide CFCU with your email address. Any email address provided cannot belong to account holders that are under the age of 13. If an account holder is under the age of 13, you agree to only provide email addresses belonging to adults over the age of 18 that are joint owners of the account.

## **M. Telephone Consumer Protection Act Express Consent**

You hereby give your express consent to CFCU and its successors and assigns, and to any third party acting on behalf of any of them to contact you regarding your accounts and/or any other business relationship you have now or at any time in the future with CFCU. This includes your consent for CFCU to contact you by telephone or text message at any telephone number or numbers you provide to CFCU now or later for any purpose, all including (but not limited to) any telephone number assigned to a cellular telephone service or any other service for which you are charged for the call. This consent applies even if CFCU uses an automatic telephone dialing system or an artificial or prerecorded voice to make the call or send the message. You may revoke this consent at any time by notifying us in writing at P.O. Box 6004, Santa Rosa, CA 95406-0004. (You promise you will tell CFCU in writing if any telephone number you provide to CFCU is assigned to a cellular telephone service or to any other service for which anyone may be charged for the call. You also promise to tell CFCU in writing if you are not the person who subscribes to the related telephone service or if you are not the most common user of any such telephone number.)

## **M. Miscellaneous**

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. CFCU's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of CFCU's right to subsequently enforce such provision or any other provisions of this Agreement.

As a condition of using CFCU Digital Banking you warrant to us that you will not use any CFCU Digital Banking services for any purpose that is unlawful or is not permitted, expressly or implicitly, by the Terms of this Agreement or by any applicable law or regulation.

When you use your personal computer or wireless device to access accounts, you agree to the following:

- **Account Ownership/Accurate Information:** You represent that you are the legal owner of the accounts and other financial information that may be accessed via use of the CFCU Digital Banking. You represent and agree that all information that you may provide to us in connection with any one of the CFCU Digital Banking is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- **Proprietary Rights:** You may not copy, reproduce, distribute, or create derivative works from the CFCU Digital Banking or our Website content. Further, you agree not to reverse engineer or reverse compile any technology relating to the CFCU Digital Banking, including, but not limited to, any software or other associated mobile phone applications.
- **User Conduct:** You agree not to use CFCU Digital Banking or the content or information delivered through the CFCU Digital Banking 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, including any rights in the software; (b) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (c) be false, misleading, or inaccurate; (d) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (e) be defamatory, unlawfully threatening, or unlawfully harassing; (f) be perceived as illegal, offensive, or objectionable; (g) interfere with or disrupt computer networks connected to the CFCU Digital Banking; (h) interfere with or disrupt the use of the CFCU Digital Banking by any other user; or (j) use the CFCU Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- **No Commercial Use or Re-sale:** You agree that CFCU Digital Banking is for personal use only. You agree not to resell or make commercial use of the CFCU Digital Banking.

## **Exclusions of Warranties and Limitation of Damages**

CFCU DIGITAL BANKING AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT CFCU DIGITAL BANKING IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA CFCU DIGITAL BANKING WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.



THE FOREGOING SHALL CONSTITUTE COMMUNITY FIRST CREDIT UNION'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL COMMUNITY FIRST CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEY'S FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/ OR YOUR USE OF THE SERVICE.

### **Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement at 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.

### **No Waiver**

CFCU 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 such rights or remedies or any other 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.

### **Indemnity**

You agree to indemnify, defend, and hold the us harmless (by Counsel of our choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of CFCU Digital Banking, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE - PERSONAL ACCOUNTS ONLY**

Electronic Funds Transfers (EFTs) are payments to, or withdrawals from, your accounts that are started electronically. This **EFT** Agreement applies to all **EFT** transactions you initiate through CFCU Digital Banking. All EFTs are subject to the terms governing CFCU accounts you access electronically. By applying for, retaining and using CFCU Digital Banking you consent to the terms of this Agreement and Disclosure with regard to your use of EFT services.

This Agreement and Disclosure does not apply to wire transfers, and certain provisions do not apply to business and other non-personal accounts.

### **A. Business and Other Non-Personal Accounts**

EFTs on Business Accounts are not subject to the Electronic Funds Transfer Act or its implementing regulation, Federal Reserve Regulation E. You are responsible for all electronic access to your Business Accounts, including unauthorized electronic access. Please monitor your accounts closely and immediately report to us any unauthorized or suspicious activity. See the section titled "Your Liability for Unauthorized Use - Business Accounts and other Non-Personal Accounts Only" in this agreement as well as your Account Disclosure and Agreement for more information.

### **B. Unauthorized Transactions - Personal Accounts Only Your Liability for Unauthorized Use**

Tell us AT ONCE if you believe that your CFCU Digital Banking username or password has been lost, stolen or otherwise made available to an unauthorized person, or that someone has transferred or may transfer money from your account without your permission. Please refer to the "HOW TO CONTACT US" section at the end of this Disclosure for how to notify us. Telephoning is the best way to keep losses down. You could lose all the money in your

account, plus your maximum overdraft line of credit if you fail to promptly report unauthorized CFCU Digital Banking use.

If you believe your CFCU Digital Banking username or password has been lost or stolen or otherwise made available to an unauthorized person, and you tell us within two (2) business days after you learn of the loss or theft, you will have no liability for unauthorized transactions.

However, if you DO NOT tell us within two (2) business days after you learn of the loss or the theft of your CFCU Digital Banking username or password, and we can prove we could have stopped someone from using password without your permission, 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. That means you could lose all the money in your account plus your maximum overdraft line of credit. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **CFCU's Liability**

If we do not properly complete an EFT transaction according to our Agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

CFCU will not be liable in the following situations:

- If, through no fault of ours, your account does not contain enough money, or you don't have available credit, to make the transaction;
- If the equipment was not working properly and you knew about the breakdown when you started the transaction;
- If the money in your account is subject to legal process or other claim;
- If circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or there are other lawful exceptions established by CFCU and you are given proper advance notice of them.

In no event will CFCU be liable for consequential, indirect or exemplary costs or damages. Our liability is limited to the amount of the transaction. CFCU will carry out instructions given to us electronically, including transactions initiated through CFCU Digital Banking. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save CFCU harmless from all costs, claims, damage, or liability that we sustain as a result of carrying out in a reasonable manner instructions received from you or any authorized user through CFCU Digital Banking or any other EFT service that is now available or becomes available in the future.

### **C. In Case of Errors or Questions About Your Electronic Transfers - Personal Accounts Only**

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a transfer, contact us at the telephone number or address listed under the "HOW TO CONTACT US" section at the end of this Disclosure. Please tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Disclosure.

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. 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 (twenty [20] business days for new accounts) 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 (ninety [90] business days for transactions involving foreign countries or new accounts) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20] business days for new accounts) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. A "new account" is one open thirty (30) days or less.

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. We will send you a written explanation of the results of our investigation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we decide to reverse a provisional credit, we will notify you, and will pay any items that overdraw your account for five (5) business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to CFCU the amount of any overdraft on your accounts.

### **What to Tell Us in Case of Any Error or Inquiry:**

- Your name;
- Your Member (account) number;
- Describe the error or the transfer about which you are unsure;
- Explain, as clearly as you can, why you believe there is an error;
- The dollar amount;
- The date on which the transfer in question occurred
- Your daytime telephone number

### **How To Contact Us:**

You may contact CFCU as follows:

Email: [www.comfirststcu.org](http://www.comfirststcu.org) - click on "Contact Us"

Phone: Local - (707) 546-6000 or Toll-Free - 800-890-3540

Mail: Community First Credit Union, PO Box 6004, Santa Rosa, CA 95406-0004

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Email: [www.comfirsttscu.org](http://www.comfirsttscu.org) - click on "Contact Us"

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