



ONLINE BANKING SERVICES CONSUMER AGREEMENT AND INITIAL DISCLOSURES

Electronic Disclosures: You agree to receive this Agreement and Initial Disclosure electronically. After you have carefully read this Agreement in its entirety, you will be asked to consent to the terms and conditions of this Agreement. . You also agree that we do not need to provide you with an additional paper (non-electronic) copy of this Agreement unless specifically requested. We suggest that you print a copy of this Agreement for future reference.

1. Definitions. As used in this Agreement, Account(s) refers to your checking, savings, or money market shares you have with the credit union, some of which may not be eligible for electronic transfers using the Service; Agreement refers to the Member Services Agreement containing the terms and conditions governing your Accounts; Billing Account means the account you have designated to be charged for all fees and charges, if any, associated with the Services; Business Day(s) means Monday through Friday, except Federal Reserve holidays; Designated Bill Paying Account(s) means the designated checking account(s) at the credit union from which we make payments on your behalf pursuant to this Agreement (the Designated Bill Paying Account may be the same as the Billing Account); Financial Software means Financial Fusion's software providing the service; the Service(s) refers to collectively, any or all of MYCU which allows you to access account and transaction information, transfer funds, and pay bills on the Internet through the Financial Software; Software License Agreement(s) means the software license agreements governing your use of the Financial Software; we, us or our refers to the credit union and any agent, independent contractor, designee or assignee that we may, in our sole discretion, involve in the provision of the Service; you or your refers to the person(s) subscribing to or using the Service.

2. Applicability. This Agreement and Initial Disclosures (the "Agreement") between you and us governs your use of the Service for consumer purposes. By subscribing to the Service or using the Service, you agree to the terms of this Agreement. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of this Agreement unless specifically requested. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement.

3. The Service. You may use the Internet to electronically direct us to make payments from your Designated Bill Paying Account(s) to third parties ("Payees") whom you have selected in advance to receive payments. You may also at the credit union's option to access Account and transaction information and order transfers of funds among your eligible Account(s). Not all credit union accounts are eligible for electronic transfers using the Service. The Credit Union reserves the right to refuse enrollment in the Service to any member who does not meet the Electronic Bill Payer Service criteria, which have been established by the Credit Union. Included in this criterion is a requirement that subscribers to the Service must reside within the fifty United States or Guam.

4. Software and Equipment Requirements. You may access the Financial Software via the Internet. From time to time, there may be upgrades in the Financial Software. If there is a cost for the new release, a written notice will be provided in advance of any fee that is payable. If required, you must load any such upgrades to your PC to ensure proper operation of the Service. In order to use the Service, your PC must meet the minimum requirements set forth in the Getting Started Guide or Online Help. The credit union may change these requirements from time to time. If any of these requirements change, the credit union will provide you with advance notice of the change.

5. Your User ID and Password. You will be assigned a personal User ID and a Password which you will use to obtain access to your Account(s) at the credit union. You authorize us to follow any instructions entered through the Service using your User ID and Password. Because your User ID and Password can be used to access money in your Account(s) and to access information about these Account(s), you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other

sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene or threatening when defining your User ID or any other personalization of your Account(s).

6. Sharing Your User ID and Password With Others. You agree not to give or make available your User ID, Password, or account number(s) to any person who is not authorized to access your Designated Bill Paying Account and other Accounts. If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all transfers and payments made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization.

7. Bill Payments. You may make payments through the Service to any business, merchant, or professional with a valid address that generates a bill or invoice for services, or services provided on your behalf. We reserve the right to refuse to allow you to designate any particularly payee or class of payee. You may also make payments through the Service to individuals, family, or friends for non-business purposes. Payments may be made only to payees with a U.S. or Guam payment address. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-ordered payments through the Service.

8. Your Payee List. You must provide sufficient information about each payee ("Payee Information") as we may request from time to time, to properly direct a payment to that payee and permit the payee to identify the correct account ("Payee Account") to credit with your payment. This information may include, among other things, the name, address and phone number of the payee and your Payee Account number. You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments and you authorize your payees to release such information to us. You can enter your Payee Information directly on your PC. Additions, deletions and modifications to Payee Information are entered directly on your PC.

9. Scheduling Bill Payments. To electronically schedule a payment with your PC, follow the simple instructions in the Online Help file. Payments may range in amounts up to 99,999.00. However, the credit union reserves the right to place minimum and maximum payment amounts different from those listed. When you schedule a bill payment, you authorize us to withdraw the amount of your payment from your Designated Bill Paying Account.

10. Processing/Delivery of Your Bill Payments. You may schedule payments to be processed on the day that you schedule a bill payment, on a future date, on the same date each month, or by any of the available schedule methods, subject to the restrictions in this Agreement. We deduct the amount of your payment from your Designated Bill Paying Account on the date that you scheduled the payment to be processed, ("Account Debit Date"). Although you may schedule bill payments by using the Service twenty-four hours a day, seven days a week, payments can be processed only on Business Days, subject to system availability. If the Account Debit Date falls on a non-business day, your payment will be processed on the previous Business Day. We may refuse to process your payment if sufficient funds, including funds available under any overdraft plan, are not available in your Designated Bill Paying Account on the Account Debit Date. In order to allow sufficient time for your payees to receive and post your payments, you must instruct us to process the payment at least five (5) Business Days prior to the date your payment is due excluding any applicable grace periods (the "Due Date"). We are not responsible for any loss you may incur as a result of your failure to schedule a payment to be processed at least five Business Days prior to the Due Date. It is helpful if you allow additional time for a payment to be processed the first time you schedule a payment to a payee using the Service. This allows the payee to adjust to the new form of payment. Accordingly, your first payment to a payee should be scheduled to be processed at least ten (10) Business Days prior to the Due Date.

11. How Bill Payments are Made. We may remit your payments by mailing your payee a paper check, by electronic funds transfer, or by other means. Payees who receive electronic delivery of payments will receive your payment information by computer link. Electronic payments are generally received and credited by most payees within two (2) Business Days after we have processed the payment. We may also send payments by a draft drawn on an account we maintain for this

purpose. We send all checks through the United States mail. Payments made with a paper draft are generally received and credited by most payees within five to seven Business Days after we have processed the payment. We are not responsible for postal delays or processing delays by the payees. Occasionally, a payee chooses not to participate in the service, or may be unable to process payments in a timely manner. In such cases, we may decline to make future payments to these payees; and we will send you a notice of this.

12. Same Day Bill Payments. You may schedule a bill payment to be processed on the same day that you scheduled the payment if we receive instructions before 5:00 a.m. Eastern Time, USA, on a Business Day ("Same Day Payment").

13. Future Bill Payments. You may schedule a payment to be processed on any future Business Day within one year from the date you scheduled the payment ("Future Payment").

14. Recurring Bill Payments. You may schedule payments to be automatically processed in a fixed amount on the same date every month, or by any of the other available payment methods (a "Recurring Payment"). The date on which a Recurring Payment is scheduled to be processed is referred to below as the "Recurring Payment Date." If a Recurring Payment Date is a day which does not exist in a certain month, the payment will be processed on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be processed on or before the 28th of February. If the Recurring Payment Date falls on a day other than a Business Day in any month, your payment will be processed (i.e., the payment will be deducted from your Designated Bill Paying Account) the previous Business Day. For example, if you schedule a Recurring Payment to be processed on the fifth of each month, and August 5th is a Saturday, your payment for August will be processed on August 4th.

15. Guarantee for Bill Payments. We will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50.00 per scheduled payment, as a result of our failure to deliver a payment made to a business by the scheduled Due Date if you meet each of the following obligations:

a. You must properly schedule the payment to be processed at least five Business Days prior to the Due Date. For Same Day Payments, this means that you must schedule your payments to be processed before 5:00 a.m. Eastern Time, USA, on a Business Day at least five Business Days prior to the Due Date. Mortgage payments differ from other Recurring Payments in the following manner: if your mortgage payment is due on the first of each month with a fifteen day grace period, then you must schedule your mortgage payment to be processed on or before the third calendar day of each month, or the payment guarantee will not apply.

b. You must provide us with the correct payee name, address, Due Date, account information and the correct payment amount.

c. Your Designated Bill Paying Account, including any overdraft protection, must contain sufficient funds to complete the payment or transfer on the Account Debit Date.

d. The payment must be made to a business.

e. The late payment fee or penalty or the method of calculation must be published by the payee prior to the Due Date.

f. Your PC hardware, software, telephone line, and internet service provider, if applicable, must be functioning properly.

16. Stopping or Modifying Bill Payments. You may use your PC to electronically change both the payment amount and the Delivery Date of any scheduled Recurring Payments at any time prior to 5:00 a.m. Eastern Time, USA, on the Account Debit Date. You may also delete any single payment or recurring payment at any time prior to 5:00 a.m., Eastern Time, USA, on the Account Debit Date. You may also stop any payment by calling us in time for us to receive your request three Business Days or more before the Account Debit Date. If you call, we may also require you to put your request in writing and send it to us within fourteen days after you call.

17. Liability for Failure to Stop Payment. If you order us to stop one of these Recurring Payments three Business Days or more before the Account Debit Date, and we do not do so, we will be liable for your direct losses or damages but not for indirect, special, or consequential damages. You agree to assign to us any claim you have against the party who received payment and to cooperate with us in recovering the incorrect payment.

18. Reviewing Payments. For customers using the Financial Software, records of past payments and payments scheduled for the future are stored at the Internet Site. The number of records that can be stored depends on the amount of the available space on the system.

19. Incomplete Payments. If we remit your payment to a payee by mailing your payee a check, and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the payee cannot be reached, or the payment is to an individual and the check has not been presented for payment by sixty days after the Account Debit Date, we may place a stop payment order on the check and credit your account accordingly.

20. Balance Inquiries and Transfers. If available, you may use the Service to check the balance of your Accounts and to transfer funds among your eligible Accounts. In order to initiate one of these transactions, you must first use your User ID and Password to go online and obtain access to your Accounts. The balance shown may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments or charges. A fund transfer request will be transacted immediately, if funds are available. If there are insufficient funds in an Account from which you are requesting a funds transfer, including any overdraft line of credit, you will be notified immediately by an electronic message.

21. Documentation. All of your payments and funds transfers made through the Service will appear on your periodic account statement. The payee name, payment amount and Account Debit Date will be reflected for each payment made through the service.

22. Fees. Any fees charged in connection with the Service are disclosed below. Changes may be made from time to time and we will give you prior notice either in writing or electronically.

23. Termination. You may terminate your use of the Service at any time by writing to us. You must notify us at least ten days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with an Account Debit Date within this ten day period, you also must separately cancel those payments pursuant to paragraph 14 of this Agreement. If we have not completed processing your termination request and you have not otherwise cancelled a payment, you will be responsible for payments with Account Debit Dates during the ten days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. Subject to applicable law, we may terminate your use of the Service, in whole or in part, at any time without notice if you do not pay any required fee when due, if you do not comply with the terms of this Agreement, or the agreements governing your Accounts, or if your Designated Bill Account or Billing Account is not maintained in good standing, and no other Designated Bill Paying Account and Billing Account has been designated. We may also terminate your use of the Service for any other reason by giving you thirty days notice. Termination will not affect your liability or obligation under this Agreement for transactions that we have processed on your behalf. If you would like to designate a different account for service charge deductions, you must notify a local branch or call.

24. Business Days. Our Business Days are Monday through Friday. Federal Reserve and credit union holidays are not included. You may use the Service twenty-four hours a day, seven days a week, except during maintenance periods, for the scheduling, modification or review of payment orders, and for funds transfers and balance inquiries, however, bill payments can be processed only on a Business Day.

25. Confidentiality. We will disclose information to third parties about your Accounts or the transfers you make:

- a. where it is necessary for completing transfers and bill payments, or
- b. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or
- c. in order to comply with government agency, court orders, or applicable law, or
- d. to protect the interests of the Financial Institution or of the public, such as to prevent fraud or a crime, or
- e. to protect the interests of the credit union, such as in collection of a debt, or
- f. if we have your express consent.

26. Consumer Liability. Tell us at once if you believe your User ID and Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your User ID and Password has been lost or stolen, and you tell us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your User ID and Password without your permission.

If you do not tell us within two Business Days after you learn of the loss or theft of your User ID and Password, and we can prove that we could have stopped someone from using your User ID and Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty days after the FIRST statement which reflected an unauthorized transfer(s) was mailed to you, you may not get back any money you lost after the sixty days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time periods.

27. Contact in Event of Unauthorized Transfer. If you believe your User ID and Password has been lost or stolen, or that someone to whom you have granted authority to use your User ID and Password has exceeded such authority, or that someone has transferred or may transfer money from your Account(s) without your permission, call us immediately at the phone number provided to you in the Help Screen area or at (671) 472-8210.

28. Liability for 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 direct losses or damages. This liability is in addition to the payment guarantee for bill payments. However, there are some exceptions. We will not be liable, for instance:

- a. if, through no fault of ours, you do not have enough money in your Account to make the transfer or payment;
- b. if the transfer or payment would go over the credit limit on your overdraft line;
- c. if the funds in your Account are subject to legal process or other encumbrances restricting such transfer;
- d. if the Service or your personal computer or modem is not working properly and you know about the malfunction when you started the transfer or payment;
- e. the Payee Information necessary to complete the payment is not provided to us and/or the host has been lost;
- f. a payee mishandles or causes delays in handling payments sent by us;
- g. you have not provided us with the correct payee name, address, account information, or payment amount;
- h. circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. mail, interruption in your electrical power or telephone, the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, or telephone line, including the failure of your hardware and operating to be Year 2000 ready. Year 2000 ready means the ability to process dates before, during and after the Year 2000 without malfunction.
- i. for any indirect, special or consequential damages you may incur.

• **Limitation of Liability; Financial Software.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the maintenance of the Financial Software, even if we have been advised of the possibility of such damages or losses. We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality, the failure or unavailability of internet access; problems with internet service providers, any defect or malfunction of your PC, modem, or telephone line, the failure of your hardware and operating software to be Year 2000 ready; or the failure of any third party software to be Year 2000 ready. Year 2000 ready means the ability to process dates before, during and after the Year 2000 without malfunction. We are not responsible for any services relating to your PC other than those specified in this Agreement.

THE FINANCIAL SOFTWARE CONTAINS TRADE SECRETS IN ITS HUMAN PERCEIVABLE FORM AND, TO PROTECT THEM, YOU MAY NOT MODIFY, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO HUMAN PERCEIVABLE FORM. YOU MAY NOT CREATE DERIVATIVE WORKS BASED ON THE FINANCIAL SOFTWARE OR REMOVE ANY PROPRIETARY NOTICES, LABELS OR MARKS ON THE FINANCIAL SOFTWARE OR ACCOMPANYING DOCUMENTATION. THE FINANCIAL SOFTWARE PROVIDING THE SERVICE IS PROVIDED "AS IS." WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

- **Entire Agreement.** This Agreement, together with the Getting Started Guide, our fee statement and Reg. E disclosure, which are incorporated herein by reference, constitutes the complete and exclusive agreement related to the Service, and supplements the, the Member Services Agreement and any other agreement or disclosure related to your Designated Bill Paying Account or other Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control, only as to electronic fund transfers conducted by using this Service.

- **Waivers.** No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

- **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

- **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Guam without regard to that state's conflict of laws provision.

- **Amendments.** We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable written notice (including electronic communication) to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you may notify us prior to the effective date of the change or amendment and cancel your access to the Service. Your continued use of the Service after the effective date of change will be deemed acceptance of the change or amendment.

- **Severability.** If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

- **Schedule of Fees and charges.** Fees will be debited from your account between the first and fifth of the following month. There is an additional per item fee for payments to Guam payees who are not members of Community First Guam Federal Credit Union. This is an additional per item fee assessed. You will still be assessed the flat rate per month. If the Guam payee is a member of Community First Guam Federal Credit Union, no additional per item fee will be assessed.

Flat Rate	\$4.99 monthly	Unlimited transactions for all US and Guam payees
Per item rate for non-member Guam payees.	\$1.00 per transaction	Per item fee for payments to non-Community First Guam Federal Credit Union members.

Errors and Questions. In case of errors and questions about your electronic transfers or payments, you should:

- Telephone us at: 1-671-472-8210
- Write us at: Community First Federal Credit Union, 810 West Marine Drive Rt 1, Hagatna, GU 96910

as soon as you can. If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you

no later than 60 days after you received the FIRST statement on which the problem or error appeared. You must:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as possible 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 in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days after providing oral notification. 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 45 days to investigate the complaint or question. If we decide to do this, we will recredit your account within ten (10) Business Days for the amount you believe is in error, so that you may have the use of the funds 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 recredit your account.

If we determine there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of documents which we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. You may ask for copies of the documentation that we used in our investigation.