

**APPLICABLE LAW:** This Disclosure and Agreement shall be construed and governed in accordance with the laws of the State of California and Federal law where applicable.

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

**NOTICE:** IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE AND AGREEMENT, DESTROY YOUR ATM CARD, VISA DEBIT CARD OR VISA CREDIT CARD IMMEDIATELY BY CUTTING IT IN HALF AND RETURNING IT TO VISTERRA CREDIT UNION, P.O. BOX 9500, MORENO VALLEY, CALIFORNIA 92552-9500.



P.O. BOX 9500  
MORENO VALLEY, CALIFORNIA 92552-9500  
(951) 656-4411  
www.visterracu.org

## ***ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT***

***PLEASE KEEP  
FOR YOUR RECORD***

EFFECTIVE JUNE 1, 2007



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operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

### **CONSENT TO RECEIVE ELECTRONIC DOCUMENTATION**

If you have elected to receive Electronic Documentation from us, and as permitted by law, you hereby authorize us to electronically provide any and all documentation (agreements, disclosures, notices, statements, and the like) related to our various products and services that you may from time to time request and/or use. The electronic transmission of such documentation may be conducted in a variety of means such as (a) an electronic message ("e-mail") sent to you at the e-mail address specified by you (and/or any other address specified by you); (b) your active retrieval via the Internet by any Internet access means from a specific Internet location (identified by us in an e-mail message sent to you by the Credit Union); and/or (c) any other means of electronically providing such documentation.

You understand and agree that your consent will remain in effect until and unless withdrawn by you either in an electronic message sent by you to us or by written request for withdrawal of your consent sent by you to the Credit Union. Your withdrawal of consent to receive documentation in this manner will take effect within a reasonable time period following the receipt of your request. This authorization does not affect your right to receive such documentation on paper or in a non-electronic form and you may at any time request that any electronically provided documentation be provided in a paper or non-electronic form. You agree to immediately provide us updated contact information in the event that your e-mail address (or any other means you have provided us to contact you) becomes unusable or inaccurate for any reason. A description of the current means used to provide electronic documentation along with current hardware and software requirements to receive such documentation is provided to you separately. You will be provided updated information in the event that we change these methods and/or hardware/software requirements.

To receive electronic records, you understand that the use of a device such as a personal computer ("PC") or personal digital assistant ("PDA") that has a graphical user interface, or "browser", capable of accessing and viewing electronic communications reasonably expected to reside on and transmit within the Internet will be required. Additionally, various software, such as that which can view an electronic file in a portable document file ("pdf") format may be required to view certain electronic communications. Our system is currently designed to operate using world wide web technologies and protocols which are adaptable to a wide variety of end user systems. More specifically, our system uses SSL encryption and requires a browser with an appropriate Root CA Security Certificate and uses 40-128 bit encryption, depending upon the specific browser being used to access the system. Some browsers may require an update to their security certificate to properly connect to the system.

**NOTICE:** Many electronic communications sent and received over the Internet can be and are often intercepted by unauthorized recipients, beyond the control of the Credit Union. By authorizing the delivery of documentation electronically, you understand and agree that, to the extent permitted by law, the Credit Union cannot and will not be liable for any damages incident to the unauthorized receipt of electronic communications sent by or received from you where such unauthorized receipt is beyond the control of the Credit Union.

**COPY RECEIVED:** You acknowledge receipt of a copy of this Disclosure and Agreement.

UNION name, member name, and the account to which you want the deposit to go. If it is a deposit to your checking account, the deposit slip should be included.

**TRANSACTION LIMITATIONS:** Pursuant to federal regulations, you are limited as to the number of certain transactions you can make. The types of transactions affected are “pre-authorized” transfers, “telephone” transfers, and “check access” from a non-transaction account. Pre-authorized transfers are transfers made according to a specific agreement between you and us or another third party. Examples of pre-authorized transfers are automatic overdraft transfers from a savings account to a checking account, or regular electronic payments from a savings account made to an insurance company. Examples of telephone transfers are transfers from a savings account to a checking account initiated by a personal call, by using Internet Banking or using Audio Response Teller. Check access refers to any checks that you write on a non-transaction account, such as a Market Daily Share Account. Pursuant to federal regulations we allow you a combined maximum of six (6) pre-authorized transfers, telephone transfers, and check access from any savings or Market Daily Share Account each month. In addition, no more than three (3) are allowed per month by check, draft, debit card, if applicable, pre-authorized payment or similar order to a third party.

**ACH AND WIRE TRANSFERS:** ACH and Wire Transfers you instruct us to make on your behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and Regulation J. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that payment made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

**PROVISIONAL PAYMENT DISCLOSURE:** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**NOTICE DISCLOSURE:** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW DISCLOSURE:** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California as provided by the

In the following Disclosure and Agreement(s) the words “You,” “Your,” and “Yours” refer to each and all of those who apply for and/or use any of the electronic services described in this disclosure and agreement. The words “We,” “Us,” and “Our” mean VISTERRA CREDIT UNION (CREDIT UNION).

This Disclosure and Agreement(s) is presented for your information and is accurate as of the date shown on the cover. Also, our Schedule of Fees and Charges is incorporated herein by reference. We have the right to change its terms and conditions or amend this disclosure from time to time. However, before any fee or charge is increased or added, or terms and conditions amended, you will receive 21 days advance notice at your address of record. You may always obtain more information by calling us at (951) 656-4411.

## ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

At the present time, the CREDIT UNION participates in several types of services that may be accomplished by electronic transfer: pre-authorized deposits of net paycheck; payroll deduction; pre-authorized deposit of pension checks and Federal Recurring Payments (for example, Social Security payments); pre-authorized payments (for example, insurance premiums and mortgage payments); VISA Debit Card transfers; Audio Response Teller (ART); Internet Banking (IB); Automated Teller Machine (ATM); transactions at a point of sale (POS) terminal whether or not an access device is used; and other electronic fund transfer services. Disclosure information for specific services is given below followed by general disclosures applicable to all electronic services. You understand that the agreements, rules and regulations applicable to your account(s) remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement.

By requesting, signing or using (or authorizing another person or persons to sign or use) your Card or Personal Identification Number (PIN), you agree to use the Card and PIN in accordance with the following terms and conditions.

## DISCLOSURES THAT APPLY TO ALL ELECTRONIC SERVICES

**BUSINESS DAYS:** The CREDIT UNION's business days are Monday through Friday, except Holidays.

**DOCUMENTATION OF TRANSFERS:** In addition to the documentation for each specific transfer as stated hereinafter you will get either a monthly or quarterly statement showing the transfers made.

**PRIVACY:** We will disclose information to third parties about your account or a transaction only:

- Where it is necessary for completing a transaction;
- To verify the existence and condition of your account for a third party, such as credit bureau or a merchant;
- In order to comply with a government agency or a court order, subpoena or other legal document;
- If you give us your written permission; or
- In our discretion, to our affiliates.

**YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** Tell us AT ONCE if you believe your ATM Card or PIN (including your PIN for Internet Banking) has been lost, stolen or discovered by an

unauthorized person or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your ATM card and PIN without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM Card or PIN, and we can prove that we could have stopped someone from using your ATM Card or PIN without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement is 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. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission.

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

If you authorize someone else to use your ATM Card or PIN, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorize.

**EXCEPTION FOR CERTAIN VISA TRANSACTIONS:** Notwithstanding the above, you will have no liability for unauthorized transactions with your VISA Debit Card that are processed through VISA. If a transaction at an ATM is not processed through VISA (such as a cash withdrawal from your checking account) this exception will not apply. This exception will not apply to VISA Debit Cards issued outside the U.S. You must provide a written statement regarding any claim of unauthorized VISA transactions.

“Unauthorized” means the use of your VISA Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

**UNAUTHORIZED VISA TRANSACTIONS & PROVISIONAL CREDIT:** If you notify us of unauthorized transactions which were processed through VISA (this does not include cash disbursements at an ATM using your VISA Debit Card), we will provide a provisional credit to your account within five (5) business days of the notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written complaint is received.

Provisional credit is given so that you may have use of the money during the time it takes us to complete our investigation.

**OUR LIABILITY:** If we do not complete a transaction on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction;
- If the transaction requested would exceed an unused credit limit;
- If the ATM where you are making the transfer does not have enough cash;
- If the ATM was not working properly and you knew about the breakdown when you started the transaction;

**WHEN USING THE VISA CREDIT CARD AT A VISA NETWORK ATM:** You may, with your PIN, make cash advances from your credit card account only. You will not be able to access your other accounts via the VISA Network ATM. We may offer additional services in the future, and if so, you will be notified of them.

You should also refer to your separate VISA Credit Card Cardholder Agreement for terms and conditions applicable to your VISA Credit Card.

## ADDITIONAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC FUND TRANSFERS

**PERIODIC STATEMENTS:** You will receive periodic statements at least quarterly; you will receive a monthly statement for any account which had Electronic Fund Transfer activity during the month.

**FEES AND CHARGES:** Electronic Services are subject to the fees and charges as disclosed on the Schedule of Fees and Charges, as may be amended from time to time, which is incorporated herein by reference.

If you use an ATM or POS terminal that is not operated by us, you may be charged a fee by the operator of the machine/terminal and/or by an automated transfer network.

You understand that we may offer additional services in the future, if so, you will be notified. The CREDIT UNION reserves the right to impose other charges for electronic services after notice is given to you, as required by law.

**COLLECTIONS:** You agree that the CREDIT UNION shall be entitled to recover any money owed by you as a result of your use of the ATM Card, VISA Debit Card or VISA Credit Card and you agree to repay any withdrawals which create an overdrawn balance upon demand. The CREDIT UNION has a security interest in your present and future shares or deposits and has the right to apply shares or deposits to any money you owe. If any legal action is required to enforce any provision of this Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including collection costs, attorney's fees, court costs, and any other charges incurred.

**TERMINATION OF ELECTRONIC SERVICES:** You may, by written request and actually discontinuing use of the electronic service, terminate any of the electronic services provided for in this Disclosure and Agreement. We may terminate your right to use any electronic service at any time upon written notice, provided you are a member in good standing. However, we reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of any account agreement have been breached by you or you become a member not in good standing. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers or payments made prior to termination.

**VERIFICATION:** All transactions affected by use of the ATM Card, VISA Debit Card or VISA Credit Card or which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the ATM Card, VISA Debit Card or VISA Credit Card and PIN. Deposits at an ATM are subject to verification by us and are subject to our “Delayed Availability of Deposited Funds Policy.” We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. This identification should include your name, the CREDIT

confirmation of your payment transaction(s) from your designated account;

- If you do not have sufficient funds in your account, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Payer service. The CREDIT UNION is not responsible for notifying you if there are insufficient funds available in your account;
- Up to available funds, and in accordance with your in-place and pre-planned instructions, the CREDIT UNION will over-draft from your designated account if there are insufficient funds in the account from which you designate the payment. An Overdraft Transfer Fee may be charged as provided in our Schedule of Fees and Charges;
- You may not use Bill Payer to make payments to a federal, state, or local government or tax unit, or to other categories of payee that the CREDIT UNION establishes from time to time;
- You cannot place a stop payment on or amend or cancel a payment initiated through Bill Payer once it has been received by us;
- The CREDIT UNION is not liable for any service charges or late charges should you fail to supply correct merchant or payee information and/or do not allow sufficient time for payment processing.

**OUR LIABILITY FOR INTERNET BANKING AND BILL PAYER SERVICES:** Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither the CREDIT UNION nor any Internet or commercial on-line access or browser provider (such as America Online, CompuServe, Netscape or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the CREDIT UNION, or by Service Provider or by an agent or subcontractor of any of the foregoing. Nor shall the CREDIT UNION or the Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Internet Banking or Bill Payer services, or Internet browser or access software. Neither the CREDIT UNION nor the Service Providers are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through Internet Banking or Bill Payer which are actually received by us. Except as otherwise stated in this Agreement or as required by law, our entire liability and the liability of any Service Provider, and your exclusive remedy with respect to Internet Banking or Bill Payer services, is the replacement of any browser or software, if any, provided by us to you.

In those states which do not allow for the exclusion or limitation of liability for consequential or incidental damages, our liability is limited to the extent permitted by law.

## DISCLOSURES APPLICABLE TO A VISA CREDIT CARD WHEN USED AT AN ATM

If you requested the CREDIT UNION to issue you a VISA Credit Card, then the following applies to you.

**TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:** By use of your VISA Credit Card at any VISA Network ATM with your PIN, you authorize us to charge your VISA account in accordance with instructions you give the ATM.

- If circumstances beyond our control (such as fire or flood or electrical failure) prevent the transfer, despite reasonable precautions that we have taken;
- If your Card or PIN has been lost or stolen and we have blocked the account;
- If we have reasonable basis for believing that unauthorized use of your PIN, password or designated account have occurred or may be occurring or if you default under any agreement with us or if you or we terminate this agreement;
- If the funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- If the transaction information supplied to us by you or by third parties (e.g., terminal owners, affiliated networks, etc.) is incorrect or untimely;
- If your card has expired or is damaged so that the terminal cannot read the encoding stripe or is inactive or because your PIN has been entered incorrectly;
- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account;
- You fail to properly follow ART instructions on how to make a transfer or payment;
- There is a malfunction in your personal computer browser and/or software.

### FOR BILL PAYER SERVICE:

- If you do not have sufficient funds in your account to make the payment on the processing date;
- If there are delays in mail delivery, changes of merchant address or account number;
- If you fail to allow sufficient time for the payee to receive and process the payment before the payment due date (the date shown on your invoice);
- If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee;
- If the merchant or payee does not process a payment correctly, or in a timely manner.
- If the equipment, phone lines, or computer systems were not working properly or were temporarily unavailable or there is a failure by the telecommunications or Service Provider;
- If there are any other circumstances beyond the control of the CREDIT UNION.

There may be other exceptions stated in state or federal statutes or regulations.

**LOST OR STOLEN CARD OR PIN:** If you believe your ATM Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: (951) 656-4411 immediately. You may reach us at this number, to report your card as lost or stolen, 24 hours per day. You may also write us at Visterra Credit Union, P. O. Box 9500, Moreno Valley, California 92552-9500, ATTN: Member Service Department.

**ATM FEES:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator [or any network used] and you may

be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS:** Telephone us at (951) 656-4411 or write us at Visterra Credit Union, P. O. Box 9500, Moreno Valley, California 92552-9500, as soon as you think your statement is wrong or if you need more information about a transaction listed on the statement or transaction receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared.

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may choose not to provisionally credit your account during the additional time that may be required to investigate your complaint or question.

**EXCEPTION:** We have up to twenty (20) business days to provisionally credit your account if the notice of error involves an electronic funds transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e. a new account) and we may take up to ninety (90) calendar days to complete our investigation. For foreign-initiated transactions, or resulting from POS debit card transactions (including all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), we have up to ten (10) business days to provisionally credit your account and up to ninety (90) calendar days to complete our investigation.

If we decide that 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 the documents that we used in our investigation.

## ATM AND VISA DEBIT CARD CARDHOLDER AGREEMENT

**ATM SERVICE:** The CREDIT UNION's service is available 24 hours a day, seven days a week. Transactions occurring from 12:01 a.m. to 12:00 p.m. daily (Pacific Time) are posted effective the same day.

**OWNERSHIP OF CARD:** The term "ATM Card" includes both the VISA Debit Card and ATM Card. Both cards are subject to this agreement as disclosed. The ATM Card is the property of the CREDIT UNION and you agree to surrender the ATM Card to the CREDIT UNION promptly upon demand. We may revoke the ATM Card at any time without notice or liability.

**CONFIDENTIALITY OF PIN:** You agree to hold your PIN in strict confidence, and you will notify the CREDIT UNION immediately if the

- Make loan payments by transferring funds from a Regular Share Account, Checking Account, or Market Daily Share Account to your loan;
- Obtain an advance on your line of credit loan and transfer the funds to another account;
- Confirm your last deposit made to your account.

Transactions made through Internet Banking (IB) are binding only after verification by the CREDIT UNION. Transactions occurring after normal business hours each day will be posted to the appropriate account(s) on the next business day after the date of such transaction.

The total dollar amount of each transaction via Internet Banking (IB) is subject to limits set by the CREDIT UNION, and sufficient verified funds must be available to satisfy your transaction instructions. Check withdrawals and transfers are limited to \$9,999.99 each.

**BILL PAYMENT:** You understand that when using the Bill Payer service:

- All payees must be payable in U.S. Dollars to a U.S. address;
- Each payee must appear on the payee list you create and the account you are paying must be in your name;
- As described below, you must allow sufficient time for the merchant or payee to receive and process the payment by the due date (the due date shown on your invoice or provided in your agreement with the payee);
- If you do not allow sufficient time, you assume full responsibility for all late fees, finance charges, or other actions taken by the merchant or payee;
- When establishing a new merchant or payee, you must allow at least ten (10) business days before payments can be made to the merchant or payee for verification purposes. Payments cannot be made until the merchant or payee is verified;
- Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.
- By initiating a transaction through the Bill Payer service, you authorize the CREDIT UNION to debit your default account (or any alternate account) for the amount of the transaction and to pay the designated payee. You are responsible for all payments you authorize using the Bill Payer service. If you permit others to use the Bill Payer service, or your PIN, or give your account information to them, you are responsible for the transactions they complete;
- You authorize the CREDIT UNION, and any third party acting on your behalf, to choose the most effective method to process your payments. Whenever possible, payments will be made electronically; however, due to your merchant's or payee's requirements, some may be made by check;
- When making payments through Bill Payer, an on-screen transaction record will be displayed. This page constitutes

to you in electronic form, you agree to receive from us in electronic form and to print a paper copy of all communications you receive from us in electronic form and retain for your records. This means that we can send you, and that you will accept and read, information including, without limitation, legally required disclosures about your accounts with us, agreements concerning IB and periodic statements concerning your accounts with us and your electronic transfers, electronically via our web site. Any electronic message sent to you by us shall be considered as if sent by U.S. Mail, postage prepaid, and shall be considered received by you within three (3) days of the date sent by us, even if you have not signed on to IB within that time frame. If you want to revoke your agreement to receive communications from us in electronic form, you must mail us your revocation to Visterra Credit Union, P.O. Box 9500, Moreno Valley, CA 92552-9500.

**CONFIDENTIALITY OF PIN:** You agree to hold your PIN in strict confidence, and you will notify the CREDIT UNION immediately if the PIN is lost or stolen. If you disclose your PIN to anyone, you understand that you have given them access to your accounts, and that you are responsible for any such transaction. You further understand that your PIN is not transferable.

If the wrong PIN is entered three (3) times, as a security measure, Internet Banking (IB) services will be suspended and you will need to contact the CREDIT UNION to re-establish service.

**NO WARRANTIES:** Neither the CREDIT UNION nor any Service Provider makes any express or implied warranties concerning the Internet Banking (IB) service, software or browser, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or non infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law.

**INDEMNIFICATION:** To the extent permitted by law, you agree to indemnify, defend and hold the CREDIT UNION and our directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind which we may incur including, without limitation, our reasonable attorneys' fees and court costs that result directly or indirectly, in whole or in part, from your use of the services and performance of transactions via the Internet Banking (IB) service.

**TRANSACTIONS AVAILABLE:** You may use Internet Banking (IB) to:

- Reorder checks if you have previously ordered checks through the CREDIT UNION;
- Review Tax information for the current and previous year;
- Change the password used for Internet Banking (IB);
- Perform account balance inquiries;
- Process check withdrawals from your accounts payable to yourself (except from Individual Retirement Accounts, Share Certificate Accounts, Trust Accounts, Holiday Saver Accounts or Escrow Accounts);
- Confirm a check clearance and obtain a copy of cleared checks;
- Transfer funds between your accounts and from your accounts to the accounts of others (except from Individual Retirement Accounts, Share Certificate Accounts, Trust Accounts, Holiday Saver Accounts or Escrow Accounts);
- Obtain loan due date and loan pay-off information, and check the status of a loan application;

ATM Card or PIN is lost or stolen. If the wrong PIN is entered three (3) times in a 24-hour period, the Card will become temporarily restricted as a security measure.

**DEPOSITS:** You understand and agree that we accept funds deposited at an ATM subject to verification and collection, and receipts issued by an ATM are binding only after verification. Funds deposited by cash or check may be unavailable for withdrawal until verified and collected by the CREDIT UNION. The delay will depend upon the CREDIT UNION's policies as permitted by law, and you should refer to the CREDIT UNION's Delayed Availability of Deposited Funds Policy for details.

**ACCESS TO ACCOUNTS:** Any person who receives a duplicate card (as requested by you), or is permitted to use your card would be able to withdraw ALL MONEY in your account or request advances under any credit line you now have or may have in the future. We refer to such person as an authorized user, and you agree that an authorized user may withdraw funds from your accounts or make loan advance requests with the ATM Card regardless of whether that individual is authorized to withdraw funds from your accounts by means other than the use of the ATM Card.

**TRANSACTION AUTHORIZATION:** By using your card in conjunction with your PIN at an ATM you authorize the CREDIT UNION to provide account balance information, to make deposits, to make withdrawals and transfers into or from your accounts with the CREDIT UNION, in accordance with the instructions given to the automated teller. Furthermore, you authorize the CREDIT UNION to make advances on your line of credit loan (including transfers to cover overdrafts), if applicable.

**TRANSACTIONS AVAILABLE:** You may use your ATM Card to:

- Withdraw cash from your Checking Account;
- Withdraw cash from your Regular Share Account; (1)
- Inquire as to your balance in your Checking Account or Regular Share Account; (1)
- Transfer funds between your Regular Share Account and Checking Account, and vice versa; (1)
- Transfer funds from your Line of Credit loan to your Checking Account or Regular Share Account (may not be available at all ATM locations); (1)
- Make deposits to your Regular Share Account or Checking Account; (2)
- Make a cash advance from your Line of Credit loan (may not be available at all ATM locations);
- Purchase goods or services at places that accept VISA cards. These are Point-of-Sale (POS) transactions which allow you to directly debit (withdraw) funds to pay for the purchase of goods or services at a merchant (may only be made by a debit from your Checking Account);
- Obtain cash withdrawals or purchases of Travelers Cheques from any American Express Cheque/Cash dispenser (may only be made by a debit from your Checking Account).
  - (1) Market Daily Share Account may be selected in lieu of a Regular Share Account.
  - (2) Deposits can be made only at ATMs bearing the VISTERRA CREDIT UNION name (may exclude off-premise machines) and CO-OP ATM Network deposit taking machines.

Cash withdrawals may be made at any ATM identified as a CO-OP, STAR, PLUS, or Armed Forces Financial Network (AFFN) machine. Withdrawals in the form of Travelers Cheques and cash are available at American Express Travelers Cheque/Cash dispensers.

POS transactions may be made at selected ARCO Paypoint service stations, Interlink Network terminals, and VISA merchant terminals. The amount of the purchase will be automatically deducted from your checking account only.

You can make cash advances on your CREDIT UNION VISA Credit Card at any VISA Network ATM. There is no charge for this service at this time.

**LIMITATION ON TRANSACTIONS:** You may make ATM cash withdrawals up to \$510.00 each 24-hour period as long as your available balance will cover the transaction(s). Various institutions which participate in networks of which the CREDIT UNION is a member may have withdrawal limits different from the amount set forth herein. In the event that a specific ATM is so limited, you may not be able to withdraw more than the cash limit of that particular ATM.

**ADDITIONAL TRANSACTIONS AVAILABLE (ATM/CHECK (DEBIT) CARD):** In addition to the above you may use the ATM/Check (Debit) Card and PIN to:

1. Withdraw cash from your Account(s) at ATMs, merchants, or financial institutions that display the logo of an ATM Network affiliated with the Credit Union.

2. Make PIN based purchases.

You may use the ATM/Check (Debit) Card without the PIN to:

1. Purchase goods or services at places that accept MasterCard Debit Cards.
2. Order goods or services by mail, internet or telephone from places that accept MasterCard Debit Cards.

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

Use of the ATM/Check (Debit) Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs or others who honor the ATM/Check (Debit) Card is an order by you for the withdrawal of the amount of the transaction from your Account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the ATM/Check (Debit) Card will be charged to your Account on the date the transaction is posted to your Account.

When you use your ATM/Check (Debit) Card to pay for goods or services at a merchant or Point-of-Sale terminal, or to obtain cash, you use it as a debit card and it works like a check you write on your account. Your ATM/Check (Debit) Card is not a credit card which means you may not defer payment of ATM/Check (Debit) Card transactions.

When you use your ATM/Check (Debit) Card, you must follow the merchant's or financial institution's rules and you may be asked to sign a sales slip. Some merchants may impose a fee for ATM/Check (Debit) Card use and we will not be liable for that fee or if the merchant or financial institution refuses to accept your ATM/Check (Debit) Card or ATM/Check (Debit) Card number.

We may debit or place a hold on funds in your account(s) for a transaction either on the day it is presented to us for payment, by

**RIGHT TO STOP PRE-AUTHORIZED PAYMENT:** If you want to stop any pre-authorized payment, call us at (951) 656-4411, or write to Visterra Credit Union, P. O. Box 9500, Moreno Valley, California 92552-9500, in time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. You may call but you are required to put your request in writing and get it to us within fourteen (14) days after your call, or the oral stop pay order shall cease to be binding. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment has been terminated. You must sign an affidavit with us stating that you have notified the payee of the termination in the manner specified by the payee within 14 days of your oral notice to us otherwise the oral notice will cease to be binding. We will charge you a Stop Payment Fee or Revoked Authorization Fee as established in our Schedule of Fees and Charges.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If you order us to stop your pre-authorized payments three (3) business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

**NON-SUFFICIENT FUNDS (NSF) CHARGE:** If your account does not have sufficient funds to pay your pre-authorized payment(s), the request(s) for payment may be returned to the third party. Additionally, your account will be charged a Non-Sufficient Funds fee as established in our Schedule of Fees and Charges.

## ADDITIONAL DISCLOSURES APPLICABLE TO INTERNET BANKING (IB)

The term "Internet Banking (IB)" applies to both Internet Banking (IB), to include Bill Payer service, and Audio Response Teller (ART). If you requested the CREDIT UNION's IB service, the following information applies to you:

**INTERNET BANKING (IB) SERVICE:** Service is available for your convenience 24 hours a day, seven days a week, with minor interruptions for end-of-day data processing.

**ONLINE E-MAIL COMMUNICATIONS:** You can communicate with us via electronic mail (e-mail) by logging on to our web site and following the instructions for contacting us. However, you may only e-mail us general questions and not account information questions. We will not respond to account information related questions sent to us via e-mail. Also, you should not send us any confidential account information via e-mail. We will only respond to e-mail sent to us via our web site. You cannot perform transactions on your account via e-mail. You cannot request a stop payment or report an unauthorized transaction via e-mail. Since these types of requests require expeditious handling, you must make these requests by calling or mailing us. You agree that we may take a reasonable amount of time to act on any e-mail we actually receive from you. Any information you receive from us in response to your e-mail questions is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information.

If you sign up for the IB service, unless you instruct us otherwise, and to the extent permitted by law, any communications we decide to send

Account, then you may use that line of credit to fund any overdraft on your Checking Account including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraw your Checking Account, your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Checking Account by making a cash advance from your line of credit account, if any.

Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

### **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS**

If you have arranged to have pre-authorized electronic deposits of your net paycheck, payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following information applies to you.

**ACCOUNT ACCESS:** Pre-authorized deposits may be made to your account(s).

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS:** If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement you may telephone us at (951) 656-4411, and we will advise you whether or not the pre-authorized deposit has been made.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you, i.e., the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry.

### **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES**

If you have requested a pre-authorized payment of insurance premiums, mortgage payments, etc., the following information applies to you.

**RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT**

- **INITIAL AUTHORIZATION:** You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization.
- **NOTICE OF VARYING AMOUNTS:** If your pre-authorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment, when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or financial institution requests an authorization for a transaction you want to conduct, we may place a hold on your account(s) for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the hold expires.

You may not stop payment on a ATM/Check (Debit) Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If the merchant misrepresents the quality, price or warranty of the goods or services in which you paid with your ATM/Check (Debit) Card, you indemnify us of all damages and liability which results from the misrepresentation. If you breach or do not fulfill the terms of your agreement, you also indemnify us for all resulting damage and liability.

**LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (ATM/CHECK (DEBIT) CARD):** The following limitations apply to the use of the ATM/Check (Debit) Card:

1. PIN BASED PURCHASES: You are limited to the amount on deposit in your Account and/or daily limit, whichever is less, for PIN based purchases.
2. SIGNATURE BASED PURCHASES: You are limited to the amount on deposit in your Account and/or daily limit, whichever is less.
3. There are no limitations to the frequency of ATM/Check (Debit) Card transactions imposed by the Credit Union; however, there may be limitations imposed by the merchant or the terminal.

For security reasons, there may be limits on the number of POS transactions that may be authorized.

**ILLEGAL TRANSACTIONS:** You are prohibited from using your ATM Card, VISA Debit Card or VISA Credit Card, your Card numbers or PIN for illegal transactions including, but not limited to, Internet gambling. You agree to indemnify the Credit Union for illegal transactions you conduct using your ATM Card, VISA Debit Card or VISA Credit Card, the Card numbers or PIN.

**DOCUMENTATION OF TRANSFERS:** You will receive a receipt at the time you make any transaction at an ATM. Any new balance shown on the receipt:

- Is your balance after the transaction has been completed;
- May not include deposits still subject to verification or collection (funds placed on hold) by us;
- May differ from your records because of deposits in progress, outstanding (uncleared) checks, or other withdrawals, payments or charges.

**RENEWAL OF ATM CARD:** For your protection, your ATM Card is issued with an expiration date. If your account is active and in good standing, upon expiration of your ATM Card, we may issue you a renewal card. We may not issue a renewal card if your account is not in good standing or if there has been no ATM activity on your account within six (6) months prior to expiration of your ATM Card.

**FOREIGN TRANSACTIONS:** Purchases, cash advances and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rate available in wholesale

currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different than the rate on the day of the transaction or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the differences.

### **ADDITIONAL DISCLOSURES APPLICABLE TO A VISA DEBIT CARD WHEN USED FOR POINT-OF-SALE TRANSACTIONS**

**TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS:** By use of your VISA Debit Card (Card) with your PIN or sometimes just your Card or Card number for a POS transaction, you authorize us to make withdrawals from your Checking Account for cash or to pay for goods and services. When you do so, you use your Card as a debit card and your Card works much like a check you write on your account. Your Card is not a credit card, which means you may not defer payments of VISA Debit Card transactions. When you use the VISA Debit Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip, or other document or just provide your Card number. Some merchants may impose a fee for a VISA Debit Card transaction. We are not liable if a merchant or financial institution does not accept your Card or Card number.

We may debit or place a hold on your account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier.

If a merchant or other financial institution requests an authorization for a transaction you want to conduct, we will place a hold on your account. As a result you will not have access to the funds on hold other than for the transaction authorized for the period of the hold. If the transaction posts to your account before the hold expires, the balance available to you in your account may be reduced by the amount of the hold and the amount of the transaction.

You may not stop payment on a VISA Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If a merchant misrepresents the quality, price, or warranty of goods or services you pay for using your Card, you indemnify us for all damages and liability which results from the misrepresentation. If you breach or don't fulfill any of the terms of this agreement, you also indemnify us for all resulting damages and liability.

**RIGHT TO RECEIVE DOCUMENTATION:** You should receive a receipt from the merchant or financial institution at the time you make a transaction. You should retain this receipt to compare with your statement from us.

Your statement for the account(s), which you have accessed, using the VISA Debit Card, will show the effective date that you initiated the transfer, the type of transfer, and the amount of transfer(s) occurring in that statement.

### **SAFETY TIPS FOR USING YOUR VISA DEBIT & ATM CARD**

Your VISA Debit & ATM Card provides you quick, convenient access to your money. We encourage you to be careful when using your Card. Here are some valuable tips:

- For security purposes, when selecting your PIN, do not use your social security number or birth date;
- Memorize your PIN. Do not write it on your ATM Card or have it written down on anything in your purse or wallet;
- Keep your PIN a secret. Do not reveal your PIN to anyone. Someone you trust today may not be trustworthy tomorrow. If you suspect unauthorized use, notify the CREDIT UNION immediately;
- Keep your VISA Debit & ATM Card in a safe place. Protect it as you would cash or credit cards, as it can be used without a PIN. If it is lost or stolen, notify the CREDIT UNION immediately;
- Be aware of your surroundings. If someone looks suspicious, or if at night the ATM is not well lit, choose another ATM in a safer location;
- Consider having another person accompany you to the ATM;
- Be prepared. Place your checks or cash in an envelope and seal it before arriving at the ATM. Have your ATM Card ready to insert into the machine so you don't have to reach into your purse or wallet while at the ATM;
- When using an ATM or POS terminal, shield your actions so that people nearby can't see you enter your PIN or perform your transaction;
- Put your money and receipt away before leaving the ATM;
- Never give information about your ATM Card or account to strangers;
- Don't fall for "con" games. Use caution when asked to provide your Card number over the telephone or Internet. Report any suspicious requests to the CREDIT UNION as soon as possible;
- Remember to record all transactions in your account register. Keep your receipts for reconciling with your account statement.

### **ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

If funds from your account have been transferred via ACH where you have provided a paper check or check information to a merchant or other payee to capture the routing, Account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction") the following applies to you:

**TYPES OF AVAILABLE TRANSACTIONS:** We may make transfers via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, Account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution.

**ACCOUNT ACCESS:** Electronic Check Transactions may be made from your Checking Account only.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS:** You may make Electronic Check Transactions only to the extent that you have available clear funds in your Checking Accounts or available funds in your designated overdraft sources.

**OVERDRAFT TO LINE OF CREDIT:** You understand that if you have an overdraft line of credit account in conjunction with your Checking