



*The Power of Partnership*

***ELECTRONIC SERVICES  
DISCLOSURE  
and  
AGREEMENT***

- **MasterMoney™ Card  
POS Debit Card**
- **ATM Terminals**
- **eBanking™  
P.C. Banking and  
Payment Manager**
- **eQuest™  
Audio Response**

Effective: January 2007

**IMPORTANT DOCUMENTS**

**PLEASE KEEP FOR YOUR RECORDS**

## **ELECTRONIC SERVICES**

### **AGREEMENT AND DISCLOSURE**

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words "you," "your," and "yours" mean FINANCIAL PARTNERS CREDIT UNION. My acceptance, retention or use of an ATM Card, MasterMoney Debit Card or other electronic funds transaction hereunder constitutes an agreement between you and me as described below.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck, payroll deductions, preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), preauthorized withdrawals for bill payments and other recurring payments, Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ATMs and on "Shared Network" ATMs such as Star®, Cirrus®, and the CO-OP Network, and such other systems as may be added from time to time, Point of Sale (POS) Transactions, Audio Response Electronic Telephone Banking ("eQuest™"), Personal Computer Electronic Banking ("eBanking™") and ("Payment Manager") electronic bill payment services. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my checking account(s), savings account(s), Gold MasterCard Credit Card, VISA Credit Card, Line of Credit Loan Account and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

### **GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES**

Business Day Disclosure. Your business days are Monday through Friday, except holidays. ATMs, POS terminals, eQuest and eBanking are generally open, but not always accessible, 24 hours a day, 7 days a week.

Disclosure of Account Information to Third Parties. You will disclose information to third parties about my account or transfers I make:

- (1) When it is necessary to complete an electronic transaction; or
- (2) In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or

- (3) In order to comply with a government agency or Court order, or any legal process; or
- (4) If I give you written permission.

In Case of Errors or Questions About My Electronic Services Transactions.

Telephone you at: (562) 923-0311 or (800) 950-7328

or write you at: **FINANCIAL PARTNERS CREDIT UNION**  
**P. O. Box 7005**  
**Downey, CA 90241**

as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

- (1) Tell you my name and account number;
- (2) Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
- (3) Tell you the dollar amount of the suspected error.

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

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. However, if the notice of error involves a transfer to or from an account within thirty days after the first deposit to the account was made, you may have up to twenty (20) days to determine if an error occurred and you will credit such an account within twenty (20) days if more time is needed to complete your investigation.

In accordance with MasterCard Operating Rules and Regulations, I will receive provisional credit for MasterMoney Card™ losses for unauthorized use within five (5) business days after I have notified you of the loss.

If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

For an electronic fund transfer resulting from a Point of Sale debit card transaction, initiated outside of the United States or occurring within thirty (30) days after the first deposit was made

to the account, you may take up to ninety (90) rather than forty five (45) calendar days to complete your investigation.

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

Your Liability for Failure to Make or Complete Electronic Funds Transactions.

If you do not properly complete an electronic funds transaction to my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

- (1) Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- (2) Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to make a transaction;
- (3) The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- (4) You have received incorrect or incomplete information from me or from third parties (e.g. the U. S. Treasury, an automated clearing house, or a terminal owner);
- (5) The ATM, POS terminal, eQuest, eBanking or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
- (6) The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
- (7) My ATM Card, MasterMoney Card or activated VISA or Gold MasterCard Credit Card (herein "Cards") has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained at my request, or because my Cards, eQuest PINs or eBanking Password has been repeatedly entered incorrectly;
- (8) The transaction would exceed my Line of Credit limit or VISA or Gold MasterCard Credit Card limit;
- (9) Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
- (10) There may be other exceptions.

Charges for Electronic Funds Transaction Services. All charges associated with my electronic funds transactions are disclosed in your Fee Schedule and Services Charges which accompanies this Disclosure and Agreement. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed, for each stop payment order I give. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my designated checking or savings account.

Personal Identification Number and Security. You will issue me a separate Personal Identification Number (PIN) for each Card and for eQuest and/or Password for eBanking. These numbers should be memorized. After memorizing them, I should destroy the document on which it is written. My accounts can only be accessed by the use of an access device or eQuest with the PIN, or User ID (account number) and Password in the case of eBanking. If I forget my PIN or Password, I will contact the Credit Union and you will issue me a new one.

I am responsible for the safekeeping of my PINs and Password and for all transactions made by use of an electronic service using the PIN or Password. I will notify you immediately by phone and send written confirmation if my PIN or Password is disclosed to anyone other than the joint owner of my account. If I disclose my PIN or Password to anyone, however, I understand and agree that I have given them access to my account via an electronic service and I am responsible for any such transaction. I further understand and agree that my PIN is not transferable and I will not disclose it or permit any unauthorized use thereof.

Change in Terms. You may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Disclosure of Delayed Funds Availability. You may place a hold for uncollected funds on an item I deposit. This could delay my ability to withdraw such funds. For further details, see your "Disclosure of Funds Availability Policy" or contact a Credit Union officer.

Termination of Electronic Funds Transaction Services. I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You reserve the right to terminate my right to make electronic funds transactions at any time upon written notice:

- (1) I or any authorized user of any electronic services account(s) breaches this or any other agreement with the Credit Union;
- (2) You have reason to believe there has been, or might be, an unauthorized use of my electronic services account(s); or
- (3) I or any authorized user of my electronic services account(s) request you to do so.

Termination of service to any individual, revocation of the license to use software, or discontinuance of services shall not affect my liability or obligations under this Agreement.

If I ask you to terminate my account or the use of an ATM Card, MasterMoney Debit Card or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

Copy Received. I acknowledge receipt of a copy of this Disclosure and Agreement.

**ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED  
DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS,  
PENSION CHECKS AND FEDERAL RECURRING PAYMENTS**

If I have arranged to have preauthorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following applies to me.

Account Access. Preauthorized deposits may be made to my designated savings account or checking account.

Notification of Preauthorized Deposits. If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may telephone you at (562) 923-0311 or (800) 950-7328 and you will advise me whether or not the preauthorized deposit has been made.

Documentation of Preauthorized Deposits. Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic fund transaction service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

**ADDITIONAL DISCLOSURES APPLICABLE TO  
PREAUTHORIZED PAYMENT SERVICES**

If I have requested a preauthorized payment to a third party from a designated checking account, the following applies to me.

Account Access. Preauthorized payments may be made from a designated checking account only.

Right to Receive Documentation of Preauthorized Payment.

Initial Authorization. I can get copies of the preauthorized payment documentation from the third party being paid at the time I give them the initial authorization.

Notice of Varying Amounts. If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I 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 I set.

Right to Stop Preauthorized Payment. If I want to stop any of the preauthorized payments or revoke a preauthorized payment authorization, I must call you at: (562) 923-0311 or (800) 950-7328, or write you at P. O. Box 7005, Downey, California 90241 in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put my request in writing and get it to you within fourteen (14) days after I call. You will charge me for each stop payment or revocation request I give pursuant to your current Fee Schedule and Service Charges. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

Your Liability for Failure to Stop Payment. If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law.

Liability for Unauthorized Electronic Payments. I may be liable for unauthorized transfers made from my account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, eQuest, eBanking and Payment Manager Services."

ADDITIONAL DISCLOSURES APPLICABLE TO  
ELECTRONIC CHECK TRANSACTIONS

If I have authorized a one-time transfer of funds from my account via ACH where I have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to me:

Types of Available Transactions. I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my checking account using information from my check to (1) pay for purchases or (2) pay bills.

I may make such a payment via ACH where I 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; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

Account Access. Electronic Check Transactions may be made from my Checking Account only.

Limitations on Dollar Amounts of Transactions. I may make Electronic Check Transactions only to the extent that I have available clear funds in my Checking Accounts plus available funds in my designated overdraft sources.

Overdraft to Line of Credit. I understand that if I have an overdraft Line of Credit Account in conjunction with my Checking Account, then I may use that Line of Credit to fund any overdraft on my Checking Account including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my Checking Account or my Line of Credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my Checking Account by making a cash advance from my Line of Credit Account, if any, or withdraw funds from my Share Account(s) or make a withdrawal from other accounts on which I am a joint owner.

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

Remotely-Created Checks. If the Electronic Check Transaction involves a remotely-created check, you reserve the right to accept or reject the item for deposit into any of my Accounts. If I deposit a remotely-created check into any of my Accounts, I represent and warrant to you that I have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which I have deposited into my Account is returned by the drawee-payor bank for any reason, I agree that you may debit my Account for the amount of the item, plus any applicable fees. If the debit causes my Account to be overdrawn, I agree to pay the overdrawn amount on your demand. For purposes of this Agreement, the term "remotely-created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

### **ADDITIONAL DISCLOSURES APPLICABLE TO eQUEST**

eQuest is an audio response electronic telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use eQuest, you will provide me with a PIN for access.

Types of Available Transactions.

I may use my identification number (eQuest PIN) to:

- (1) Obtain account and loan balances;
- (2) Obtain loan payment due date and pay off information;
- (3) Obtain last dividend, date, and amount;
- (4) Determine clearance of specific checks;
- (5) Request a check withdrawal by Credit Union check from my savings, Money Market or Line of Credit Account made payable to the Primary Member and mailed to the current address of record of the Primary Member;
- (6) Transfer funds between my savings, designated checking, or Money Market accounts;
- (7) Access my Line of Credit account to request loan advances; and
- (8) Transfer funds from my Line of Credit to my savings or designated checking accounts.

Notes: Credit Card accounts and real estate loans are not accessible through this service.

Limitations on Frequency and Dollar Amount of Transactions.

- (1) Account withdrawals through eQuest are unlimited, to the extent I have clear funds available in my account, or credit available from my Line of Credit Account.
- (2) For security reasons, in the event my eQuest PIN is known by other than an authorized user, there are limits on the dollar amount of transactions I can make on eQuest.

eQuest Personal Identification Number (PIN).

I understand that I cannot use eQuest without an identification number, which you refer to as an eQuest PIN, and that I will receive my eQuest PIN by separate mail. I am responsible for the safekeeping of the PIN provided by you and for all transactions made by use of eQuest.

I will notify you immediately and send written confirmation if my eQuest PIN is disclosed to anyone other than the joint owner of my account. If I disclose my PIN to anyone, however, I understand that I have given them access to my account via eQuest and that I am responsible for any such transactions.

I further understand that my PIN is not transferable and I will not disclose the PIN or permit any unauthorized use thereof.

### **ADDITIONAL DISCLOSURES APPLICABLE TO eBANKING**

eBanking is your home banking service that allows me access to my accounts through the use of a personal computer or remote computer terminal, communications software, a modem and my eBanking Password that you will provide to me.

Account Access. eBanking is available for my savings account(s) (excluding IRA Savings) or checking account(s), Line of Credit Account and most other loan account(s) (with the exception of VISA or Gold MasterCard Credit Cards) using my Password.

#### Types of Available Transactions.

I may use my identification number (eBanking Password) to:

- (1) Obtain current and available account balances;
- (2) Obtain loan balances, payment due dates and pay off information;
- (3) Obtain dividend and interest paid prior year and current year-to-date;
- (4) Obtain transaction information;
- (5) Request a check withdrawal by Credit Union check from my savings, Money Market or Line of Credit Accounts made payable to the Primary Member and mailed to the current address of record of the Primary Member;
- (6) Transfer funds between my savings, checking or Money Market accounts;
- (7) Transfer funds to my consumer loans;
- (8) Transfer funds from my Line of Credit to my savings, checking or Money Market accounts;
- (9) Access Payment Manager Services; and
- (10) Obtain VISA or Gold MasterCard Credit Card advances and make Credit Card payments.

#### Limitations on Frequency and Dollar Amount of Transactions.

- (1) Withdrawals from my savings account(s) or checking account(s) or loan advances on my Line of Credit, whether by check or transfer to other accounts are not

limited in terms of minimum or maximum dollar amounts per transaction except as listed below.

- (2) All withdrawals and transfers from a savings or checking account are limited to the extent of clear funds available in the savings account.
- (3) All loan advances are limited to the amount available from the Line of Credit.
- (4) There may be a monthly charge for eBanking as set forth in your Fee Schedule and Service Charges.
- (5) Transactions on my accounts may be subject to Credit Union fees and charges. For more information, please refer to your Account Agreement and Truth-in-Savings Disclosure Fee Schedule and Service Charges and, where applicable, your Line of Credit Account Agreement and Truth-in-Lending Disclosure Statement.

#### **ADDITIONAL DISCLOSURES AND AGREEMENT APPLICABLE TO PAYMENT MANAGER SERVICES THROUGH eBANKING**

Payment Manager Service. By providing the system with the names and account information of those persons or entities to whom I wish to direct payment, I authorize you to follow the payment instructions that you receive from me through the software program. When you receive a payment instruction, I authorize you to charge my designated checking account on the selected Process Date, and remit funds to the designated payee on my behalf so that the funds arrive as close to the selected Process Date as reasonably possible.

While it is anticipated that most transactions will be processed on my selected Process Date, it is understood that due to circumstances beyond your control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to my account with the designated payee. For this reason, I understand that all Process Dates selected should be five (5) business days before the actual due date (not the late date and/or the grace period). If I properly follow the procedures described herein, and you fail to send a payment according to the payment instructions received, you will bear responsibility for all late charges up to a maximum of \$50.00. In any other event, including but not limited to choosing a Process Date which is not five (5) business days before the due date, or on or past the due date stated on your invoice, the risk of incurring and responsibility for paying any and all late charges or penalties shall be borne by you.

Charges. As a Payment Manager user, I may be charged a fixed fee per month for transactions up to your standard monthly maximum. There may be charged a fixed fee per month for transactions up to your standard monthly maximum. There may be a charge for additional transactions and optional services. I agree to pay such charges and authorize you to charge my designated checking account for these amounts and any additional charges that may be incurred by me as indicated on the Credit Union's Fee Schedule and Service Charges.

Non Sufficient Funds. In using the Payment Manager Service, I am requesting you to make payments from my checking account. If you are unable to complete the transaction because there are not sufficient funds to cover the payment, the transaction may not be completed. In some instances, I will receive a notice from you. In this case, I agree that my account will be charged an NSF Fee.

Merchant or Payee Limitation. I understand and agree that you reserve the right to refuse to pay any person or entity to whom I may direct a payment. You are obliged to notify me promptly if you decide to refuse to pay a person or entity designated by me. **This notification is not required if I attempt to pay tax or court related payments, which are prohibited under this Agreement.**

Information Authorization. Through my enrollment in the Payment Manager Service, I agree that you reserve the right to request a review of my credit rating at your expense through an authorized bureau. In addition, I agree that you reserve the right to obtain financial information regarding my account from a merchant or a financial institution to resolve payment posting problems.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO THE ATM ELECTRONIC FUNDS TRANSACTIONS**

If I requested that you issue me an ATM Card or MasterMoney Debit Card to be used to transact business at any of your proprietary ATMs or any ATM displaying the Star® or Cirrus® Logo and belonging to the CO-OP Network System of ATMs or activated a VISA or Gold MasterCard Credit Card to obtain advances at ATMs bearing the VISA or MasterCard logo then the information below applies to me. Access to ATMs is through the use of a Card and a Personal Identification Number (PIN) that you will provide me.

Types of Available Transactions and Limits on Transactions. Types of available transactions are listed below. I understand you may offer additional services in the future and if so, I will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by you (non-proprietary ATMs), (such as, for example, withdrawal limits). If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

Account Access. The ATM services which you make available to me and which are covered by this Disclosure and Agreement are:

- (1) Deposits to my savings account(s) and checking account(s) at your proprietary ATM(s) and some Co-op Network ATMs;
- (2) Withdrawals from my savings account(s) and checking account(s);
- (3) Transfers from my savings account(s) to my checking account(s) within the same account number at your proprietary ATM(s) (and some shared network ATMs);

- (4) Loan payments made by cash, check or by transfer of funds from my savings account(s) or checking account(s) at your proprietary ATM(s) (and some shared network ATMs);
- (5) Advances on my Line of Credit Account at your proprietary ATM(s) only;
- (6) Advances on my VISA or MasterCard line using the applicable VISA or Gold MasterCard Credit Card at ATMs displaying the VISA or MasterCard logo; and
- (7) Balance inquiries.

Unless otherwise noted, the above services are generally available at ATMs on the Star®, Cirrus® and CO-OP Network Shared Network Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs. Also, transactions at a Shared Network System (except CO-OP Network) terminal will be subject to a Network Transaction Fee and a terminal use fee that may be charged by the operator of the terminal (may include balance inquiries).

Limitations on Frequency and Dollar Amount of Transactions.

- (1) Withdrawals from most ATMs are limited to a maximum of \$600.00 per 24 hour period using an ATM Card. I understand that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, at your sole discretion.
- (2) Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For Shared Network machines it is generally \$20.00.
- (3) For security reasons, in the event my ATM Card, MasterMoney Debit Card or VISA or Gold MasterCard Credit Card or the PIN is lost or stolen, there are limits on the dollar amount of transactions I can make on the ATM System.

My ATM Card and/or MasterMoney Debit Card (herein “Card”).

Both a Card and a Personal Identification Number (PIN) will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my account and the system:

- (1) I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
- (2) I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;

- (3) I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME.

Safety at the ATM. I understand that I should use caution at all times when using an ATM or POS terminal. Some precautions I can take are: observe the area for anything unusual or suspicious; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors and roll up all but the driver's window when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately.

Personal Identification Number. I agree to memorize my PIN(s) and will not write it on the Card(s). If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Fee Schedule and Service Charges.

Ownership of ATM Card or MasterMoney Debit Card ("Card").

The Card remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify or restrict the use of any Card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

Making Electronic Fund Transactions.

I agree to follow the instructions posted or otherwise given by you or any ATM Network or POS terminal concerning use of the machines.

### **ADDITIONAL DISCLOSURES APPLICABLE TO MASTERMONEY ATM/POS/DEBIT CARDS**

Renewal of MasterMoney Cards. For my protection, my card is issued with an expiration date. If my account is active and in good standing, upon expiration of my card, you will issue a renewal Card.

ATM/POS Transactions. I may use my Card and PIN for transactions at ATMs which display any of the logos that appear on the back of the card. By using the card at your ATM or CO-OP Network ATM, I may make an unlimited number of deposits (at designated CO-OP Network

ATMs), withdrawals, and transfer funds between my savings and checking accounts and make balance inquiries free of charge. I may also use my Card and PIN at point-of-sale (POS) terminals to make purchases and get cash back at particular merchants.

Debit Transactions. I may use my Card for purchases at all merchant locations which accept MasterCard for payment. When I do so, I use my card as a debit card and my card works much like a check I write on my checking account. My Card is not a credit card, which means I may not defer payment of my MasterMoney transactions. When I use my card for these transactions, I am making withdrawals from my designated checking account and I must follow the procedures established by the merchant and you for using my Card. I may be asked to sign a sales slip, withdrawal slip, or other document, or just provide my Card number.

You are not liable for the refusal or inability of any electronic terminal, merchant, or financial institution to honor the Card or to complete a withdrawal from my account, or for their retention of the Card.

The transaction amount, including any charges imposed by the merchant or financial institution, is deducted from the checking account I designated for use with my Card. You may debit or place a hold on my designated account for a transaction either on the day it is presented to you for payment, by electronic or other means, or on the day you receive notice of the transaction, whichever is earlier. If a merchant or financial institution requests an authorization, you may place a hold on funds for the authorized transaction amount. As a result, I will not have access to the funds on hold for up to five (5) days for the authorized transaction amount. This means I will not have access to the funds on hold, other than for the transaction authorized, for the period of the hold.

I may not stop payment on a debit transaction made with my Card. Furthermore, because my Card is a debit Card, and not a credit card, if I have a problem with the quality of the goods or services I have purchased with my card, I will have to settle it directly with the merchant.

Dollar Amount Limits on ATM Withdrawals, POS, and Debit Transactions. The following daily limits apply to cash withdrawals and purchases I make with my Card to the extent I have clear funds available in my designated checking account.

ATM Withdrawals	\$606.00 per day
Point-of-Sale Transactions	\$606.00 per day
MasterMoney Debit Transactions	Available checking balance

Note: ATM and POS terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.

Charges. I will be charged a POS Transaction Fee for each POS Transaction.

Transaction Authorization. By using my Card in conjunction with my PIN at an ATM, I authorize you to provide account balance information, to accept deposits, and to make withdrawals and transfers into or from my accounts with you in accordance with commands entered into the ATM. By signing a sales draft or other document at a merchant that accepts the MasterMoney Card as payment, I authorize you to debit my designated checking account for the transaction amount, including any charges imposed by the merchant or financial institution. I may make cash advances and purchases only to the extent I have clear funds available in my designated checking account.

Foreign Currency Transactions. If I effect a transaction at a merchant that settles in a currency other than U.S. dollars, MasterCard International, Inc. will convert the sale into U.S. dollars. MasterCard International will use its currency conversion procedure, which is generally a government mandated rate or the wholesale rate in effect the day before the transaction processing date, increased by 1%. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or statement posting date.

Returns and Adjustments. Merchants and others who honor the Card may give credit for returns and adjustments and then will do so by sending you a credit slip that will post to your designated checking account.

**ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS  
TRANSACTIONS, POINT OF SALE TRANSACTIONS, eQUEST,  
eBANKING, PAYMENT MANAGER SERVICES, AND  
ELECTRONIC CHECK TRANSACTIONS**

Right to Receive Documentation of Transactions.

- (1) Transaction Receipt. I will receive a receipt at the time I make any transfer to or from my account using one of the ATMs or when I make a purchase using a POS terminal. I should retain this receipt to compare with my statement from you.
- (2) Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using the ATMs, POS terminals, eQuest, eBanking and Payment Manager Services, which will show the calendar date that I initiated the transfer, the type of transfer and the account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.
- (3) eBanking Transaction. I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more that three (3) months old. A fee may be charged for such paper copy, subject to your Schedule of Fees and Service Charges.

Illegal Transactions. My ATM Card, MasterMoney Debit Card, VISA or Gold MasterCard Credit Card (“Card”) and/or Account may not be used for any illegal activity or transaction. Further, I may not utilize my Card and/or Account for the purchase of any goods or services on

the Internet that involve gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

My Liability for Unauthorized Transactions and Advisability of Prompt Reporting.

I must tell you AT ONCE if I believe my ATM Card, MasterMoney Debit Card, VISA or Gold MasterCard Credit Card or my eQuest PIN or eBanking Password (collectively "Card(s) and/or PIN(s)") has been lost or stolen or if I believe that an electronic fund transfer has been made without permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft line of credit). However, if I believe my Card(s) and/or PIN(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my Card(s) and/or PIN(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Card(s) and/or PIN(s) and you can prove you could have stopped someone from using my Card(s) and/or PIN(s) without my permission if I had told you, I could lose as much as \$500.00.

Also, if my statement shows transfers that I did not make, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If I can document a good reason (such as a long trip or hospital stay) kept me from telling you, you will extend the time period.

Exceptions: The current U.S. regional MasterCard rules provide US \$0 (zero) liability to consumers for unauthorized use if the MasterMoney Card cardholder meets three (3) conditions, including a requirement that the cardholder report the fraud, theft, or loss of their Card. The three (3) conditions required for US\$0 liability are as follows:

- (1) The cardholder must have exercised reasonable care in safeguarding his or her card from risk of loss or theft;
- (2) The cardholder must not have reported two (2) or more incidents of unauthorized use within the preceding twelve (12) months; and
- (3) The account must be in good standing.

Telephone Number and Address to be Notified in Event of an Unauthorized Transaction.

If I believe my Card(s), PIN(s) or Password has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must telephone you at: (562) 923-0311 or (800) 950-7328, or write you at: FINANCIAL PARTNERS CREDIT UNION, P. O. Box 7005, Downey, California 90241.

I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

Regulation "D" Restrictions on Electronic Funds Transfers.

Any combination of preauthorized, automatic or telephone withdrawals or transfers from savings accounts or Money Market Checking are limited to no more than six (6) transfers in each calendar month. No more than three of the six withdrawals or transfers may be made by check, share draft or other order.

However, I may make an unlimited number of withdrawals from or transfers among these accounts by mail, messenger or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my savings accounts through eQuest, eBanking or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

Verification.

All transactions affected by use of the ATMs, POS terminals, Electronic Check Transaction, eQuest, eBanking, Payment Manager Services or other electronic transaction contemplated hereunder which would otherwise require my "wet" signature, or other authorized signature, shall be valid and effective as if "wet" signed by me when accomplished by use of an Electronic Check Transaction, Card(s), PIN(s), or Password or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy." Transactions accomplished after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name, my member number and where I want my deposit to go. If I make a deposit to my checking account with you, the checking account deposit slip should be included.