

xceed financial federal credit union

Electronic Services Agreement and Disclosure



at work for **you**[™]

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All Accounts

“I,” “me,” “mine,” “my,” “myself,” “we,” “us,” and “our” mean each and all of those (whether one or more persons) who sign the applicable Accounts Signature Card. The words “you,” “your,” and “yours” mean Xceed Financial Federal Credit Union.

I understand that by accepting, retaining, and/or using an ATM Card/Visa® Check Card or allowing others to use the electronic services offered by you, I am agreeing to be bound by the terms and conditions of this Electronic Services Agreement and Disclosure (“Agreement and Disclosure”).

This Agreement and Disclosure is given by you in compliance with the Electronic Funds Transfer Act (15 USC 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 paychecks, payroll deductions, pension checks and federal recurring payments (for example, Social Security payments), certain preauthorized payments from my account (for example, insurance premiums), certain preauthorized transfers, certain point-of-sale (POS) transactions, electronic funds transfers conducted at your ATMs or network ATMs identified in the ATM section, and transfers through electronic access systems including mobile banking. Disclosure information applicable to all electronic services offered by you is given, with certain specific disclosure information for each service, following in separate sections. I understand that the Agreement and Disclosures applicable to any of my accounts (including, for example, checking accounts, savings accounts, and other applicable accounts) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement and Disclosure.

GENERAL DISCLOSURES APPLICABLE TO:

ALL ELECTRONIC SERVICES

Security: You will never ask me to divulge my personal identification number (PIN), password, or access codes under any circumstances.

Business Day Disclosure: Your business days are Monday through Friday. Holidays are not included. Your proprietary ATMs are open but not always accessible 24 hours a day. The Xceed On-Call audio response electronic telephone banking service and Xceed Online are available for my convenience 24 hours a day.

Disclosure of Account Information to Third Parties: You will disclose information to third parties about my account or the transactions I engage in:

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

3. In order to comply with a government agency, court order, or any legal process.
4. If I give you my written permission or as otherwise allowed by law.

Errors and Omissions: In case of errors or questions about my electronic services transactions, I will contact you as soon as I can in one of the following ways if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt:

- I will call your your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
- I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- I will email you at contact@xfcu.org.
- I will visit my local Financial Center.

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 will:

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.
3. Tell you the dollar amount of the suspected error.
4. For a point-of-sale purchase, provide you with the merchant's name, location, and approximate time of purchase.

Any questions regarding the quality of goods and services should be directed to the merchant.

If I initially provide this information to you via the telephone, you may require that I send my complaint or question in writing within ten (10) business days.

You will advise me of the results of your investigation within ten (10) business days [or twenty (20) business days if my account was opened less than thirty (30) days prior to the date of the suspected error] after I hear from you and, if you have made an error, you will correct it promptly. If it takes you longer than ten (10) business days [or twenty (20) business days if my account was opened less than thirty (30) days prior to the date of the suspected error] to research my complaint or problem, you must provisionally credit my account within such time 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 conclude your investigation. If you ask me to put my question or complaint in writing and you do not receive it within ten (10) business days, you reserve the right not to credit my account.

At the conclusion of your investigation, you will inform me of your results within three (3) business days. If you determine 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. In all cases, your investigation will be completed within forty-five (45) days [or ninety (90) days if my account was opened less than thirty

(30) days prior to the date of the suspected error, if the suspected error occurred at a point-of-sale location, or if the suspected error occurred outside the United States].

Your Liability for Failure to Make or Complete Electronic Funds Transactions (EFTs): If you do not properly complete an electronic funds transaction to or from my account on time or in the correct amount according to your Agreement and Disclosure, 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, or earthquake) prevent the transaction, despite reasonable precautions.
2. Through no fault of yours, I do not have enough money in my account or sufficient 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 electronic transactions.
4. You have received incorrect or incomplete information from me or from third parties (e.g., the U.S. Treasury, an automated clearinghouse, or a terminal owner).
5. Your ATM, a network ATM, Xceed On-Call, or Xceed Online was not working properly, and I knew about this breakdown when I started the transaction.
6. Your ATM or network ATM where I was making the transaction did not have enough cash or cash in the denominations I requested.
7. If my ATM card, Visa Check Card, ATM card PIN, Visa Check Card PIN, Xceed On-Call PIN, or Xceed Online PIN has been reported lost, compromised, stolen, has expired, is damaged so that the ATM or POS terminal cannot read the encoding strip, is inactive due to non-use, is retained by you due to my misuse or suspected fraudulent activities, is retained by you at my request, or because my PIN has been repeatedly entered incorrectly.
8. The transaction would exceed my personal line of credit limit.
9. Transactions were not properly completed.
10. Delays in processing and/or payment were caused by third-party software and/or services.
11. My failure to complete the transaction is done to protect the security of my account and or the electronic terminal system.
12. I make an error keying in my deposit. You will not be responsible for unpaid or returned items, forfeited dividends, and other consequences that may result.
13. The payee mishandles or delays a payment sent by the bill payment service.
14. There may be other exceptions as required by law. You shall not be liable for indirect, special, or consequential damages arising out of the use of the electronic services outlined in this Agreement and Disclosure.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be removed from my account, or caused funds from my account to be directed to a person or entity that does not comply with my payment instructions, you shall be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected payments or transfers.

The foregoing shall constitute your entire liability and my exclusive remedy. In no event shall you be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including loss of profits (even if advised of the possibility hereof) arising in any way out of the installation, use, or maintenance of any equipment, software, and/or service.

Charges for Electronic Funds Transaction Services:

Charges associated with your electronic funds transactions are disclosed in your Services and Fee Schedule, which accompanies this Agreement and Disclosure. For example, a stop payment on a preauthorized electronic payment may be subject to a fee for each stop payment order I request. 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 may be charged. Any fees charged will be deducted from my account(s).

Change in Terms: You may change the terms and charges for the services indicated in this Electronic Services Agreement and Disclosure and may amend this Agreement and Disclosure from time to time. 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 Funds Availability Policy: In general, your policy is to make funds available to me on the first business day after the day you receive my deposit. The first \$100 of this deposit will be available on the first business day after the day of my deposit. For my accounts, funds will be made available according to the Federal Reserve Regulation CC and your Funds Availability Policy. Funds may be held for a longer period after review of deposited items. Further details are set forth in the Funds Availability Policy section of the Agreement and Disclosures booklet.

Termination of Electronic Services: I may, by prior written request, terminate any of the electronic services provided for in this Agreement and Disclosure. You may terminate my right to make electronic funds transfers at any time with or without notice. If I ask you to terminate my account or the use of any of your ATM card(s), Visa Check Card(s), Xceed On-Call, or Xceed Online, I will remain liable for subsequent transactions performed by any other party to my account.

Periodic Statement: I will receive a monthly account statement (unless there are no transfers during that month) for the account(s) that I have accessed, which will show the effective date that I initiated each transaction, the type of transaction, and the amount of transactions occurring during

that statement period. In any case, I will receive a statement at least quarterly. My electronic payments and transfers will be indicated on monthly account statements you provide or make accessible by mail, electronically, or by some other means.

My Liability for Unauthorized Transactions and Advisability of Reporting: I must tell you at once if I believe my ATM card, Visa Check Card, personal identification number (PIN), or password or access codes including my Xceed On-Call or Xceed Online PIN have been lost, compromised, or stolen. The best way to contact you is by telephone to minimize my possible losses. I understand that I could lose all the money in my account(s) plus my maximum overdraft line of credit.

If I tell you within two (2) business days, I can lose no more than \$50 if someone used my card, PIN, or code without my permission. If I do **not** tell you within two (2) business days after I learn of the loss, compromise, or theft of my card, PIN, or code and you can prove you could have stopped the unauthorized transactions if I had told you, I could lose as much as \$500. If my statement shows electronic funds 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 be liable for transactions posting after the sixty (60) days if you can prove that you could have prevented the transactions if I had told you in time. If a good reason (such as a long trip or a hospital stay) kept me from telling you, I will let you know, and you may extend the time periods.

However, if I am using my Visa Check Card for transactions that take place on the Visa network system, I understand that Visa Operating Rules and Regulations provide for zero liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using a PIN.

Telephone Number, Email, and Address to Be Notified in Event of Unauthorized Transactions: If I believe my ATM Card, Visa Check Card, PIN, or access code has been lost or stolen, or that someone will or may use it to transfer money from my account without my permission, I will contact you in one of the following ways:

- I will call your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
- I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- I will email you at contact@xfcu.org.
- I will visit my local Financial Center.

Limitation on Transfers, Amounts, and Frequency of Transactions:

1. I may make only six (6) preauthorized withdrawals (including, but not limited to, withdrawals made by ACH, telephone, Internet or wire) from my savings account or six (6) preauthorized withdrawals from my savings account monthly for purposes of making a payment to a third party. You are not considered a third party for purposes of this limitation where the transfers are for purposes of repaying loans and associated expenses.

2. I may make cash withdrawals, not to exceed my daily authorization limit, at any ATMs described herein.
3. I may make point-of-sale transactions in amounts not to exceed my daily authorization limit.
4. If my account is not in an open and active status, purchases and ATM transactions made with my card may be suspended. However, in the event that a transaction is approved and processed, I will still be responsible for such charges.

Verification: All transactions affected by use of services indicated in this Agreement and Disclosure that would otherwise require my signature, or other authorized signature, shall be valid and effective as if signed by me when accomplished by use of these services. Funds at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your Funds Availability Policy. Transactions accomplished after the close of regular 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 would like the funds deposited.

Notice and Communications: Except as otherwise provided in this Agreement and Disclosure, all notices required to be sent to me will be effective when you mail or deliver them to the last known address that you have for me in your records or when you make such notices available to me through your Xceed Online or at the last known email address you have for me. Notices from me will be effective when received by mail at the address(es) specified in this Agreement and Disclosure.

Collections: I agree that you shall be entitled to recover any money owed by me as a result of my use of, or the use of anyone I have provided with access to, any of your electronic services, and I agree to repay any amounts that create an overdrawn balance immediately upon demand. I may be charged an overdraft fee. You have a security interest in my present and future shares and have the right to apply such shares to any money I owe. If any legal action is required to collect money I owe, I agree to pay all costs of collection, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing your rights under this Agreement and Disclosure.

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

Applicable Law: This Agreement and Disclosure shall be construed and governed by applicable federal laws and regulations and the laws of the state of California, without resort to California's Conflict of Laws rules.

No Waiver: No delay or omission on your part in exercising any rights or remedies shall operate as a waiver of such rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

ADDITIONAL DISCLOSURES APPLICABLE TO:

PREAUTHORIZED DEPOSIT OF NET PAYCHECKS, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS

If I have arranged to have preauthorized electronic deposits of my net paycheck, payroll deductions, pension checks or federal recurring payments (for example, Social Security payments), the following information applies to me:

Account Access: Preauthorized deposits may be made to my savings, money market, or checking account(s).

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 will contact you in one of the following ways to advise you of the unauthorized preauthorized transactions:

- I will call your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
- I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- I will email you at contact@xfcu.org.
- I will visit my local Financial Center.

Deposits to Deceased Members Accounts: The right to receive recurring direct deposits made to my account (such as Social Security deposits) ceases after death. When the source of the deposit is unaware of my death or the death of another account owner, deposits may continue. The depositor, usually a government agency, may then demand the return of any sums deposited during the month of and after death, including deposits that the deceased may have been receiving. You may honor the demand of the depositor agency and may debit my account for all amounts returned to the depositor. If the transaction creates an overdraft, the remaining account owners and/or my estate will be required to repay you for funds returned to the depositor.

Documentation of Preauthorized Deposits: 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 service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

PREAUTHORIZED WITHDRAWAL TRANSACTIONS AND PAYMENT SERVICES

If I have requested a preauthorized payment from my account with you (for example, preauthorized payments of insurance premiums), the following information applies to me:

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

Account Access: Preauthorized payments may be made from my checking, savings, and money market accounts.

Notice of Varying Amounts: If my preauthorized payment varies in amount, the party who will receive the payment is required to tell me ten (10) days before each 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.

I may pay bills directly from my checking account in the amounts and on the days I request. I can authorize a merchant to convert my check to an electronic funds transfer, initiating a debit to my checking account for the amount of the purchase. I can authorize a merchant or other payee to debit my checking account for returned check fees.

You are not obligated to initiate any electronic payment unless my checking account has sufficient funds to make the payment on the date the payment is scheduled to be made. The payment amount will be deducted from my checking account on the payment date.

Unauthorized Transfers—Consumer Liability: I may authorize a merchant or other payee to make a one-time electronic payment from my checking account using information from my check. If I believe that an electronic funds transfer has been made without my permission using information from my check or draft, I will let you know at once. Contacting you in a timely manner will help reduce my liability. I will contact you in one of the following ways:

- I will call your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
- I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- I will email you at contact@xfcu.org.
- I will visit my local Financial Center.

I may also be required to complete a form for any ACH transactions and supply it to you within ten (10) days.

Right to Stop Preauthorized Payment: If I want to stop any of the preauthorized payments, I will contact you in one of the ways listed below in time for you to receive my stop request three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my request in writing and supply it to you within fourteen (14) days. You will charge me a fee for each stop payment order I request as disclosed in your Services and Fee Schedule. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill me again for the “stopped” payment or to cancel the entire preauthorized payment arrangement, I must promptly contact the third party. I will contact you in one of the following ways:

- I will call your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
- I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- I will email you at contact@xfcu.org.
- I will visit my local Financial Center.

Your Liability for Failure to Stop Payment: If I order you to stop one of my preauthorized payments 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 will 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.

BILL PAYMENT SERVICES

Type of Transactions: If I choose to use your Bill Payer service, in addition to the features previously listed, I may pay bills online from my checking account to persons or entities I select. I understand that payment of taxes or court-directed payments through the Bill Payer service is prohibited.

Designating a Bill Payment Account: I understand that when I set up your Bill Payer service, I must designate a checking account as my Bill Payer account. If I close this designated checking account, my Bill Payer service will end and any unprocessed bill payments will not be made. In the event I change my checking account type or my account number, I understand that I must reenroll in your Bill Payer and reestablish scheduled bill payments from my previous account.

Cancelling My Bill Payer Service: If I choose to discontinue my Bill Payer service, any unprocessed bill payments will be cancelled. I understand that I should cancel any scheduled bill payments through Bill Payer prior to notifying you in writing that I am discontinuing Bill Payer. I may cancel a bill payment transaction up to, but not including, the date I scheduled it for processing. I must go online and cancel before the end of business day prior to the date the transaction(s) is/are scheduled to be processed.

Bill Payments: I understand and agree that I must be 18 years of age (or age of majority depending on the state in which I reside) to set up or use Bill Payer. Bill payments can be from any amount between \$1 and \$10,000, must be made in U.S. dollars, and limits may change from time to time. When I schedule a bill payment using your Bill Payer, I authorize you to withdraw the necessary funds from my checking account. I agree that I will instruct you to make a withdrawal only when a sufficient balance is or will be available in my designated account or the funds are available through my checking account’s overdraft source(s).

While it is anticipated that most transactions will be processed on the day I have designated as my scheduled payment date, I understand 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 up to seven (7) business days or more to post to my account with the designated payee. For this reason, all bill payment dates should be scheduled by me at least seven (7) business days before the scheduled payment due date (not the late date and/or the grace period). A bill payment scheduled to be made on a day that is not a business day will be made on the next business day. If I properly follow the procedures described herein and you fail to send a payment according to the payment instructions received, you shall be responsible for returning the improperly transferred funds to my checking account and for directing to the proper recipient any previously misdirected bill payments or transfers. In the event, including but not limited to, scheduling a payment date that is not at least seven (7) business days before the due date, or on or past the due date stated on my bill, the risk of incurring and responsibility for paying any and all late charges or penalties shall be borne by me. I agree to enter my account number and address as they appear on my payment stub or bill when adding payees to my checking account. For purposes of bill payment, a business day is defined as a day when you are open for business.

I understand that the primary or any joint owner or authorized signer of my account can sign up for Bill Payer, unless the primary owner of my account requests in writing to you that Bill Payer be blocked. Once blocked, Bill Payer may be activated only by a written request by the primary owner. I also understand that once bill payment is established, the primary or any joint owner of my account may terminate the Bill Payer service by notifying you in writing. I hereby agree to indemnify, defend, and hold you harmless from acting upon the request of the primary or any joint owner of my account.

Nonsufficient Funds: I understand that you will not act on any withdrawal instruction from me if sufficient funds, including any overdraft line of credit and funds available in my other overdraft sources, are not available in my Bill Payer-designated checking account, and you will not pay the scheduled bill, at your option. I will receive a notice from you either in writing or electronic mail. Whether notified or not, I agree that my account will be charged a fee in accordance with your Services and Fee Schedule. In addition, I understand that this may prompt the system to block my ability to use Bill Payer for up to five (5) days, preventing me from making more payments until the nonsufficient funds condition is resolved.

Merchant or Payee Limitation: I understand that you reserve the right to refuse to pay any person or entity to which I may direct a payment. You are obligated to notify me promptly if you decide to refuse to pay the 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 and Disclosure. In addition, I understand that you will not be able to execute any bill payment if the payee cannot or will not accept such payment. Payments will not be available to PO box addresses or any foreign territory. I understand that I am responsible for entering and verifying any address for payments to ensure they are correct. Bill Payer does not allow payments

to a federal, state, or local government or tax units or to other categories of payees that you may establish from time to time.

Information Authorization: Through my enrollment in the Bill Payer service, I agree that you reserve the right to request a review of my credit rating at your own 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.

Right to Cancel Bill Payments: I may cancel or edit any scheduled payment (including recurring payments). If I want to cancel any of my scheduled bill payments, I must access your Bill Payer to cancel the bill payment by the business day prior to the scheduled date. You will charge me for each stop payment order I give. Such stop payment notice will apply only to that particular payment. I understand and agree that once you have begun processing a payment, it cannot be cancelled or edited.

Charges: As a Bill Payer user, I understand and agree that I may be charged fees for processing certain optional transactions or services such as expedited payments, copies of checks that have cleared my account and been paid, and stop payment orders. I agree to pay such charges and authorize you to charge first my Bill Payer-designated checking account, and in the event there are not sufficient funds in the checking account, then my share and money market accounts, for these amounts and any additional charges that may be incurred by me.

Changes: I understand and agree that you have the option to electronically notify me of changes in the Bill Payer terms and conditions. I agree to be bound by the revised terms and conditions and understand that they will be included in the next amendment or addendum to your Agreement and Disclosures booklet and this Agreement and Disclosure.

ELECTRONIC CHECK TRANSACTIONS

If funds from my account have been transferred via ACH and I have provided a paper check or check information to a merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer (an “electronic check transaction”), the following applies to me:

Types of Available Transactions: I may make transfers 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; 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 my checking account or money market account with check-clearing privileges.

Limitations on Dollar Amounts of Transactions: I may make electronic check transactions only to the extent that I

have available funds in my checking accounts or 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, 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 that cannot be honored are payable on demand and may result in termination of my account(s).

ATM AND POINT-OF-SALE ELECTRONIC FUNDS TRANSACTIONS

Both the ATM card and Visa Check Card are referred to as the “card” in this section unless specifically described.

Ownership of Card: The card (whether used at POS terminals or ATMs) remains your property, and I agree to surrender the card to you upon demand. You may cancel, modify, or restrict the use of any card upon proper notice or without notice if any of my accounts are overdrawn, if any of my loan accounts are delinquent, if an advance drawn on any loan exceeds my credit limit, if I use my card in a manner that may cause loss to you, or if you are aware that I have violated any term of this Agreement and Disclosure, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM system.

Account Ownership for Minors: I understand that the card may be issued to minors as long as there is an adult joint owner (parent or guardian) or authorized signer on the account and written permission from the joint owner or authorized signer has been provided to you.

Card Issuance: Notwithstanding any provision to the contrary herein, I may only request you to issue one card and one corresponding personal identification number (PIN) for each owner or authorized signer on my account.

If I have been issued an additional card for a joint owner or authorized signer on my account, any transaction fees outlined in your Services and Fee Schedule that apply will be based upon transactions conducted by all owners and signers on the account. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as separate transactions.

Activation and Use of Your Card: The activation of my ATM card shall be through PIN usage. The activation of my Visa Check Card shall be through telephone activation. I agree that all transactions made with my authorized PIN or signature utilization are made by me, and I accept all financial liability for

such transactions. I also agree to sign my signature in the space provided on my card for additional security and protection. I agree to keep my PIN protected as described hereunder.

Right to Receive Documentation: If I choose to, I will receive a receipt if I use an ATM, point-of-sale, or other debit transaction service identified in this disclosure. I should retain this receipt to compare with my statement from you. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) that I have with you.

Restricted Transactions: My card and/or account(s) may not be used for any illegal activity or transactions. Further, I may not utilize my card and/or account for purchase of any goods or services on the Internet that involves 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.

Transaction Fees: Fees will be charged to my account within two (2) days from the day they are incurred. The fee as disclosed in your current Services and Fee Schedule will not be recorded on the transaction acknowledgment/receipt produced by the ATM, but it will be itemized on my monthly statement. I may be subject to additional fee(s) imposed by another financial institution or a merchant when performing ATM and/or point-of-sale transactions. This practice is known as “surcharging” and is in addition to any ATM fees charged by you.

Foreign Transactions and Charges: If a transaction is made at a merchant or ATM that uses a currency other than U.S. dollars, Visa International Incorporated may convert the charge into a U.S. dollar amount (“multi-currency transaction”). Visa will use the government-mandated conversion rate in U.S. dollars or a wholesale currency market rate based on the transaction processing date.

The currency conversion rate used by Visa on the processing date may differ from the rate that would have been used on the transaction date or the cardholder statement posting date. You have no control over the conversion rate.

The merchant outside the United States may convert the currency and settle the Visa Check Card transaction in U.S. dollars (“single-currency transaction”). In this case, the currency conversion rate will be determined by the merchant involved in the transaction.

An international transaction is a transaction where the merchant’s country is not the U.S.A. Transactions over the Internet could qualify as an international transaction.

A separate Visa International Service Assessment (ISA) fee will be charged for each foreign multi-currency transaction and single-currency transaction based upon the transaction amount. The ISA fee is charged directly to me as the cardholder and will

appear on my statement as an additional charge as referred to in your Services and Fee Schedule.

Offline Activity: Special processing requirements, such as emergencies or telecommunications problems, may from time to time make it necessary for the ATM system or Visa system during scheduled hours to be temporarily “out of service” or to operate in an “offline” mode. During “offline” operation, withdrawals from a checking or savings account are limited and account inquiries are not available.

Card and PIN Safety Precautions: Both a card and a PIN will be used each time I use an ATM or POS terminal. The following conditions must be observed for both the privacy and protection of my account and the system(s):

1. I must keep my card in a safe place and permit no unauthorized person to use it.
2. I must not disclose my PIN or access code to any unauthorized person or write it on my card, carry it in my wallet or purse, or otherwise make it available to anyone else.
3. I will immediately report to you 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 my account(s) that 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.

Safety Tips for Using an ATM or POS Terminal: When using my card, I will observe the following precautions:

1. Be aware of my surroundings, particularly at night.
2. Consider having someone accompany me when using the ATM or POS terminal after dark.
3. Shield the terminal PIN pad when entering information to avoid having a PIN compromised.
4. Put away cash as soon as the transaction is completed, not display it, and not count the cash until later in the safety of my vehicle or home.
5. If I do notice anything suspicious when approaching the ATM, I will defer the transaction until later or use another ATM or POS terminal.
6. If I notice anything suspicious while transacting business, I will immediately cancel the transaction and put away my card.
7. Immediately report all crimes to the ATM or POS terminal operator and local law enforcement officials.

My PIN: I agree to memorize my PIN and will not write it on the card. After memorizing it, I should destroy the PIN notation. Then I can be assured that no one other than me will use the card. If I forget the number, I may come to one of your Financial Centers and select a new PIN, provided I present adequate identification.

Right to Receive Documentation of Transactions: I will receive a receipt acknowledgment at the time I make an

ATM transaction, if requested. I should retain this receipt and compare it with my statement from you.

Making Electronic Funds Transfers: I agree to follow the instructions posted or otherwise given by you or the network ATM system concerning the use of the ATMs.

ATM ELECTRONIC FUNDS TRANSACTIONS

Both the ATM Card and Visa Check Card are referred to as the “card” in this section unless specifically described. The limitations on dollar amounts of transactions described hereunder apply in aggregate to card transactions on all of my accounts.

If I have requested you to issue me a card and I have selected a PIN that can be used to transact business at any of your ATMs, or at any ATM displaying the logo of the ATM networks listed below, hereinafter referred to as “network ATMs,” or at POS network terminals, then the following information applies to me:

Account Access: The following transactions are available when using the card and PIN at your ATMs or designated network ATMs such as CO-OP ATMs:

1. Deposits, withdrawals, transfers, or balance inquires to my savings and checking account(s).
2. All such transactions will access my savings and/or checking account(s) where I am the primary owner unless otherwise designated.

The following transactions are available when using the card at PLUS Network[®] ATMs:

1. Withdrawals, balance inquires, or transfers from my savings and checking account(s).
2. All such transactions will access my primary account(s) unless otherwise designated.

You may offer additional services in the future and, if so, you will notify me of them.

Note: Transactions at a shared network system terminal may be subject to a network transaction fee and/or a terminal use fee charged by the operator of the terminal.

Cash withdrawals may be made at any ATM identified as part of the ATM network. When I use an ATM not owned by you, I may be charged a fee by the ATM operator or any network used, and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer.

The following transactions are available at Credit Union Service Centers[®] Network shared-branch locations:

1. Deposits, withdrawals, transfers, or balance inquires from my savings, checking, and money market account(s).
2. Loan payments to loan(s) with you.

All such transactions shall access my primary accounts(s) unless otherwise designated.

Limitations on Frequency and Dollar Amounts of Transactions: Provided I have enough money in my savings/ checking account(s), I may withdraw up to a maximum of \$500 during any day, including Saturday and Sunday, when using an ATM. However, the amount that I may withdraw daily or in any single use of the ATM may be different at network ATMs, where limits are determined by each individual participating financial institution. For security reasons, in the event my card or PIN is lost or stolen, there are limits on the dollar amount of transactions I can make on the ATM system.

POINT-OF-SALE ELECTRONIC FUNDS TRANSACTIONS

Both the ATM Card and Visa Check Card are referred to as the “card” in this section unless specifically described. The limitations on dollar amounts of transactions described hereunder apply in aggregate to ATM and Visa Check Card transactions on all of my accounts.

Types of Available Transactions and Limits on

Transactions: By use of my ATM Card or Visa Check Card with my PIN or signature at a participating POS terminal, I authorize you to make withdrawals from my checking or savings accounts for cash advances and/or purchases. I understand that overdraft protection may not be available for such transactions for funds availability or authorization purposes.

Account Access: I may use my card to withdraw cash from my checking or savings account(s) by way of a cash advance from merchants, financial institutions, or others who honor the card. I understand that my card is not a credit card and does not provide “credit.”

Limitations on Visa Check Card Transactions: Visa Check Cards may be used to access my checking accounts from any merchant location where the Visa logo is displayed and Visa Check Cards are accepted. The merchant may be required to obtain an authorization from you for any transaction over a certain dollar amount. The available balance in my account will be reduced by the amount of any transaction for which the merchant receives authorization from you, even if the documentation evidencing the transaction has not yet been received or processed by you. When the document has cleared through you, any hold placed on my account for the amount of the transaction will be released and my account will be debited for the amount of the transaction. I agree that you are not responsible if you do not authorize or if you dishonor other POS, ATM, check, or electronic transactions drawn on my account while a hold is placed on my account.

Hold on Funds: I understand that transactions initiated by use of my Visa Check Card will create an automatic hold on funds equal to the transaction amount or may result in immediate withdrawals from my checking account or other linked account(s) depending on the nature of the particular transaction. If I do not have adequate funds or amounts in my primary or linked account(s), my transaction may be denied.

Limitations on Frequency and Dollar Amounts of Visa

Check Card Transactions: I understand that the Visa Check Card has a cumulative daily transaction limit of \$1,700 within which the following limits also apply: (1) \$500 daily limit on cash withdrawals at an ATM, and (2) \$1,200 daily limit on POS transactions using a PIN or a signature-based transaction. I understand that both ATM and POS transactions (using a PIN or a signature) are counted in the \$1,700 daily limit.

When used as a debit card, I may make cash advances and purchases using my Visa Check Card only to the extent that I have available funds in my account(s) plus available funds in my overdraft line of credit, subject to a \$1,200 per day limitation.

When used as an ATM card, I may make cash withdrawals from ATM machines using my Visa Check Card only to the extent that I have available funds in my account(s), plus available funds in my overdraft line of credit may also be considered subject to the \$500 per day limitation disclosed above.

Card Claims and Transaction Questions: When I authorize other parties to debit my account, I am responsible for these transactions. Thus, I may have to contact these parties directly if I have questions or complaints about my transactions. Any claims concerning property or services purchased with my card must be resolved by me directly with the merchant or seller who accepted the card. I understand you will not be able to help me because you only have the information received from the other party. Any claim or defense that I assert will not relieve me of my obligation to pay you the total amount of the sales slip. I am not permitted to stop payment on any purchase made through the use of my card.

Visa Check Card Purchase Returns and Adjustments: No cash refunds will be made to me on purchases made with my Visa Check Card. Any refund to me by a merchant or seller of goods or services must be made on a credit voucher signed by me and submitted to you by the merchant or seller. The amount of my credit will be indicated on my statement.

Transaction Fees: You do not charge any transaction fees on my point-of-sale transactions at this time. However, I understand that other merchants and institutions may charge such transaction fees. This fee will be included in the amount of the transaction as it appears on my periodic statement. You may charge transaction fees in the future upon written notice at least twenty-one (21) days in advance, or as otherwise provided by law.

XCEED ON-CALL ELECTRONIC TELEPHONE BANKING

Types of Transactions: I may have access to the Xceed On-Call audio response electronic telephone banking service and be provided with a PIN for access through a touchtone phone to Xceed On-Call. I may change my PIN at any time and should do so if an unauthorized person has access to my current PIN.

Account Access: I may use my Xceed On-Call PIN to access my share account(s) and loan(s). Using my Xceed On-Call PIN, I may:

1. Make inquiries on account balances and loan payment data.

2. Request withdrawals from my savings and checking accounts by check with the primary owner as payee and mailed to the primary owner's mailing address of record.
3. Request advances from my applicable line of credit loan(s) to be deposited into one of my share accounts for immediate use and/or further arrange for a withdrawal by check from the share account to be sent to the primary owner as a payee and mailed to the primary owner's mailing address of record.
4. Request transfers to and from savings, money market, checking accounts, and/or loans.
5. Make transfers from my account to other authorized accounts.
6. Request transfers from share accounts to make loan or other payments.
7. Inquire about paid checks.
8. Inquire on prior and current year's dividends.
9. Place stop payments.

Limitations:

1. Account withdrawals and transfers (except for savings and money market accounts) are unlimited to the extent that I have available funds in my share account(s), or from my applicable line of credit loan(s), excluding any balances usually available to me for overdraft purposes.
2. For security reasons, in the event my Xceed On-Call PIN is lost, compromised, or stolen, there may be limits on the dollar amount of transactions I can make on Xceed On-Call.
3. Requests for check withdrawals requested on regular business days will be mailed on the next business day to the primary owner as payee and mailed to the primary owner's mailing address of record.
4. Check withdrawal requests are limited to one check withdrawal transaction per telephone call. Multiple check withdrawals requested in a call will be combined, and one single check will be sent for the total amount requested.
5. The minimum withdrawal limit is \$1, and the maximum withdrawal limit is \$10,000 for Xceed On-Call. These limits may change from time to time.
6. Loan payment processing is only available for exact dollar amount of payments currently due. For principal-only payments, interest-only payments, prepayments, and other types of payments, I will contact you in one of the following ways:
 - I will call your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
 - I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
 - I will email you at contact@xfcu.org.
 - I will visit my local Financial Center.

7. I understand I will be unable to hear information about my safe deposit box or credit card accounts on Xceed On-Call.

PIN Safety Precautions: For use of my Xceed On-Call PIN, I must observe the following conditions for both the privacy and protection of my account and the system(s):

1. I must keep my card in a safe place and permit no unauthorized person to use it.
2. I must not disclose my PIN or access code to any unauthorized person or write it on my card, carry it in my wallet or purse, or otherwise make it available to anyone else.
3. I will immediately report to you 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 my account(s) that 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.
4. I understand it is recommended to change my password from the system default password after the initial enrollment to provide the best possible protection for my account.

Disclaimer: I understand that the electronic access systems are authorized only for domestic use within the United States and territories that fall under the jurisdiction of U.S. laws and treaties. You accept no responsibility for any usage going outside or through the territorial jurisdiction of the United States or any violations of foreign encryption or telecommunication prohibitions or laws. You may offer additional systems and/or services in the future, and if so, I will be notified of them.

XCEED ONLINE BANKING

Types of Transactions: I may have access to the Xceed Online Banking service and be provided with a password or access code to Xceed Online. I may change my password or access code at any time and should do so if an unauthorized person has access to my current password or access code.

Account Access: I may use my Xceed Online Banking service once I have enrolled for the service on your website and can perform the following transactions on my share account(s) and loan(s):

1. Make inquiries on account balances and loan payment data.
2. Request withdrawals from my checking account via your Bill Payer program.
3. Request advances from my applicable line of credit loan(s) to be deposited into one of my share accounts for immediate use.
4. Request transfers to and from savings, money market, checking accounts, and/or loans.
5. Request transfers from share accounts to make loan or other payments.
6. Inquire about paid checks.
7. Inquire on prior and current year's dividends.

Limitations:

1. Account withdrawals and transfers (excluding savings and money market accounts) are unlimited to the extent that I have available funds in my share account(s), or from my applicable line of credit loan(s), excluding any balances usually available to me for overdraft purposes.
2. For security reasons, in the event my Xceed Online password or access code is lost, compromised, or stolen, there may be limits on the dollar amount of transactions I can make on Xceed Online.
3. Loan payment processing is only available for exact dollar amount of payments currently due. For principal-only payments, interest-only payments, prepayments, and other types of payments, I will contact you in one of the following ways:
 - I will call your Contact Center at 800.XFCU.222 (800.932.8222) or outside the U.S. at 310.607.2000.
 - I will write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
 - I will email you at contact@xfcu.org.
 - I will visit my local Financial Center.
4. I understand I will be unable to see information about my safe deposit box or credit card accounts on Xceed Online.

Note: All other provisions are outlined in the Xceed Online Banking Disclosure and the Xceed Online Bill Payer Disclosure, which can be found online at www.xfcu.org.

Password Safety Precautions: For use of my Xceed Online password or access code, I must observe the following conditions for both the privacy and protection of my account and the system(s):

1. I must not disclose my password or access code to any unauthorized person or write it on my card, carry it in my wallet or purse, or otherwise make it available to anyone else.
2. I will immediately report to you any loss, compromise, or theft of my card and/or password.

MOBILE BANKING

To provide me with alternative account access options, you offer mobile banking via web-enabled cell phones or PDAs. To use mobile banking, I must first be enrolled in Xceed Online. I agree that if I access Xceed Online through mobile banking, I am bound to the terms of the Xceed Online Banking Disclosure and the Xceed Online Bill Payer Disclosure, which can be found online at www.xfcu.org.

You do not charge a fee for mobile banking. However, I understand that I may incur fees from my mobile carrier as detailed in my carrier's mobile plan.

Although you are fully committed to keeping my information private and secure, I am solely responsible for the security of my mobile device. Information such as account balances and account activity could be viewed by someone with access to

my phone. If I lose my phone, my phone is stolen, or I notice that unauthorized activity has occurred on my account, I will contact you immediately.

It is my responsibility to reconcile my account(s), and I will not rely on mobile banking as a tool to replace my monthly account statements—official records of my accounts.

Note: All other provisions are outlined in the Xceed Online Banking Disclosure and the Xceed Online Bill Payer Disclosure, which can be found online at www.xfcu.org.

SHARED-BRANCH TRANSACTIONS

The following transactions are available at Credit Union Service Centers® Network shared-branch locations:

1. Deposits, withdrawals, transfers, or balance inquires from my savings, checking, and money market account(s).
2. Loan payments to loan(s) with you.

All such transactions shall access my share accounts and loans unless otherwise designated.

