

Electronic Service Agreement and Disclosure Terms & Conditions and Consent Agreement for Electronic Delivery of Documents

In this Electronic Service Agreement and Disclosure Terms and Conditions ("Agreement"), the words "you," "your," and "yours" mean those who request and use the online and mobile banking services described herein (collectively, the "Services"), including but not limited to any joint owners of accounts accessed under this Agreement or any authorized users of the Services. The words "we," "us," and "our" mean Pacific Service Credit Union ("credit union"). The word "account" means any one or more accounts you have with the credit union.

Requesting and using the Services constitutes an agreement between you and us and your acknowledgment that you have read and will abide by the terms of this Agreement as set forth below.

This Agreement is the contract which covers the rights and responsibilities concerning the Services offered to you by the credit union. This Agreement is given by us in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) to inform you of certain terms and conditions of the Services you have requested. The Services permit you to electronically initiate account transactions involving your accounts and communicate with the credit union. To the extent that you access the Services using your mobile device, you understand and agree that such mobile banking service is also subject to this Agreement, except if otherwise expressly stated in this Agreement.

You understand that the agreements, terms, conditions, rules, and regulations applicable to your checking account, savings account, and Visa credit card and any other applicable accounts and services with us, including without limitation your Account Agreement and Truth-in-Savings Disclosure ("Account Agreement"), remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement.

ONLINE BANKING SERVICE

Online banking is our electronic banking service that allows access to your accounts without assistance from our staff by using the credit union website (www.pacificservice.org) and your own selected user ID and password.

ELIGIBILITY

You understand that in order to use online banking, you must have an account in good standing and have a user ID and password with us.

ACCOUNT ACCESS

You must use a password along with your user ID to access your accounts through the Services. You should keep this information confidential. Any person who has access to your user ID and password will be able to access your accounts through the Services and perform all transactions, including reviewing account information and making transfers to other accounts and other persons. In our sole discretion, we may change the parameters for passwords used to access the Services without prior notice to you. If we do so, you will be required to change your password the next time you access the Services. You agree that the use of the user ID and password constitutes a reasonable security procedure for any transaction. Your password acts as your signature. All transactions affected by use of the Services contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your user ID and password(s) or as otherwise authorized under this Agreement. In addition to user ID and password, you can implement additional security safeguards, such as fingerprint biometric and facial recognition authentication security for mobile devices.

If you disclose your password to anyone (including without limitation, an account aggregate service provider), you understand and agree that you have given them access to your account via the Services and you are responsible for any such transaction initiated by or through other persons or services that were provided your password. All transactions that person performs, even those transactions you did not intend or want performed, are deemed authorized transactions. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your user ID and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your account information in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your user ID and password. You understand and agree that you must change the password immediately to prevent transactions on your account if anyone not authorized by you has access to your password. You further understand and agree that your password is not transferable and you will not disclose it or permit any unauthorized use thereof.

If you voluntarily subscribe to a third party account aggregation service where your selected credit union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be requested to give your credit union password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the credit union.

The Services are generally accessible seven (7) days a week, twenty-four (24) hours a day, except the Services may be inaccessible for a reasonable period of time for system maintenance or technical difficulties, including those of the Internet service provider and Internet software. However, the credit union makes no guarantee that the Services will be uninterrupted or error-free. At certain times, some or all of the Services may not be available due to system maintenance or unscheduled emergencies. During these times, you may visit a credit union branch or ATM or a CO-OP ATM or participating shared branch location to conduct your transactions. In addition, we may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid.

EQUIPMENT REQUIREMENTS

You will need a personal computer, tablet, or other access device that allows access to the Internet and online banking ("Access Device"), a web browser with 128-bit encryption, and access to the Internet (World Wide Web). You are solely responsible for the installation, maintenance, and operation of your Access Device, software, hardware and/or other equipment ("Equipment") necessary to access the Services. Further, you are responsible for obtaining and maintaining Internet services from the Internet service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilizing up to date web browsers, Access Devices and best commercially available encryption, antivirus, anti-spyware, and Internet security software. You acknowledge that there are certain risks associated with using open networks such as the Internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Equipment and Access Devices used to access the Services, and for the transmission and receipt of information using such Equipment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes or enhancements or for providing technical or other support for your Equipment and/or Access Device.

You understand that your use of an Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party.

Anyone with access to your email and Access Device may be able to view transactional and account balance information that we send to you via email, texts, and push notifications. Such information can be delivered whether or not you are logged into the Services and whether or not your Access Device is locked or in sleep mode. If you do not wish for others to see your information, you should keep the password for your email private, establish a passcode lock on your Access Device, and protect your screen when information is displayed.

In order to conduct transactions through the online banking service with you the above computer system requirements must be satisfied.

However, if you use the mobile banking service, the above equipment requirements will not apply and instead, the requirements applicable to mobile banking are the following:

- Mobile OS: Android, iOS
- Android mobile app: 17.4+
- Android mobile browser: Chrome 78+ / Firefox 68+ / Android Browser 76+
- iOS mobile app: 6+
- iOS mobile browser: Chrome 78+ / Safari 13+ / Firefox 20+

If you have any questions as to the online banking service or the mobile banking service, you may contact the credit union at (888) 858-6878 with specific questions regarding software/hardware/equipment requirements.

WITH RESPECT TO ALL SERVICES PROVIDED UNDER THIS AGREEMENT, YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES REGARDING THE SERVICES, OR ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR SATISFACTORY. YOU

UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE OFFERED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICES, INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, MOBILE PHONE, OR OTHER EQUIPMENT OR ACCESS DEVICE.

TELEPHONE CONSUMER PROTECTION ACT

You agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) you provide to us, including mobile telephone numbers that could result in data usage and charges to you. This is so that we can service and keep you informed about your account(s), collect any amounts you owe us, provide access codes, and/or provide fraud, security breach, or identity theft alerts. You also agree that you may be contacted by our service providers making such calls/texts on our behalf. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You are not required to provide consent as a condition to receiving our Services. You may revoke your consent or change the telephone number provided at any time by contacting us.

TYPES OF TRANSACTIONS

At the present time, you may use the online banking service, not including mobile banking services, to access your accounts and perform the following functions:

- Accept pre-approved loans
- Aggregate your accounts at other financial institutions
- Apply for a loan
- Block/unblock your ATM, debit or credit card and place additional transaction limits
- Communicate with the credit union using the secured eMail feature
- Conduct other transactions permitted by the credit union
- Download your account information to financial management software programs, if applicable
- Initiate electronic bill payments to business and individual payees
- Request a withdrawal by check from your checking, savings, or loan account mailed to the primary account holder at the address on our records
- Request stop payments
- Request to skip eligible loan payments
- Review account balance and transaction history for your accounts
- Submit travel notifications for debit and credit card transactions
- Transfer funds between your checking, savings and loan accounts
- Transfer funds between your credit union accounts and your account(s) at other financial institutions
- Transfer funds to accounts of other members you authorize from your accounts
- Transfer funds to other persons using our person-to-person service
- View and print electronic statements and notices
- View and redeem Visa Reward points
- View your credit score

However, for the mobile banking service, you understand and agree that you may use the mobile banking service to access your accounts and perform the following functions:

- Accept pre-approved loans
- Aggregate your accounts at other financial institutions
- Apply for a loan
- Block/unblock your ATM, debit or credit card and place additional transaction limits
- Communicate with the credit union using the secured eMail feature
- Conduct other transactions permitted by the credit union
- Initiate electronic bill payments to business and individual payees
- Remotely deposit paper checks
- Request stop payments
- Review account balance and transaction history for your accounts
- Submit travel notifications for debit and credit card transactions
- Transfer funds between your checking, savings and loan accounts

- Transfer funds between your credit union accounts and your account(s) at other financial institutions
- Transfer funds to accounts of other members you authorize from your accounts
- Transfer funds to other persons using our person-to-person service
- View and print electronic statements and notices
- View and redeem Visa Reward points
- View your credit score

With regard to all Services provided under this Agreement, your accounts, as well as any Access Device or transaction method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. You understand that you may not utilize your account or any Access Device or transaction method for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but may not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling 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. We may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

Transactions involving your savings and checking accounts will be subject to the terms of your Account Agreement and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

JOINT ACCOUNTS

If you utilize the Services to access your accounts which are jointly owned, transactions performed on any such account by electronic means where your password is utilized shall be considered authorized by you. Each account designated for online or mobile banking can be accessed via the Services by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any joint account owner or authorized signer. If you use the Services to access an account you jointly own with another member, access and transactions by any one such member through the Services will be considered authorized by all account owners. Any account owner may discontinue his/her own use of the Services.

SERVICES LIMITATIONS

The following limitations on transactions may apply in using the Services listed below:

- Transfers to Your Credit Union Accounts.** You may make funds transfers to your accounts at the credit union as often as you like. However, transfers or preauthorized electronic funds transfers from a savings or a money market account may be limited to a total of six (6) in any one month. However, you may make unlimited withdrawals from savings or money market accounts if you request that the credit union send you a check. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your savings or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase your required reserve on the account.
- Transfers to/from Your Account at Another Financial Institution.** You agree that you are an Owner and Authorized Signer on all accounts at the destination Financial Institution and can originate these types of transactions. You further agree to provide verification of such ownership and signing privilege upon request. Transfers can be scheduled at any time but may be subject to the daily aggregate limit of \$10,000 or monthly aggregate limit of \$30,000 as set by the credit union. Transfers from a savings or a money market account may be limited to a total of six (6) in any one month. The credit union may cancel without any further notification any pending one time or recurring Financial Institution transfers setup from a closed account or at the discretion of the credit union's support staff. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase your required reserve on the account.
- Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts within the last 365 days. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
- eMail.** The credit union may not immediately receive eMail communications that you send and we will not take action based on eMail requests until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately, you should call us at the telephone number set forth in the Liability for Unauthorized Access section.
- Timing of Payments** When you set up payments through the Services, you will be provided the payment's estimated date of transfer to the payee. It is your sole responsibility to ensure that you set up payments early enough to ensure that your payee receives payments in a timely manner.

- f) **Authorization.** You authorize us to charge your designated account for all transfers of funds that you initiate through the Services and you agree to have sufficient available funds or available credit in your account on the date such transfer is to be performed. You authorize us to select any means to execute your funds transfer request including Automated Clearing House ("ACH") or check. You understand and agree that you will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association.
- g) **Declining Transfers.** We reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests. We do not guarantee all transfer requests will be processed without interruption.

BILL PAYMENTS

If you wish to establish bill payment services through the Services, you will be provided with additional terms and conditions of that service that are set forth in the Bill Payment Agreement. The terms and conditions of that Bill Payment Agreement add to and supplement this Agreement.

SECURITY OF ACCESS CODE

The password is issued for security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your password, such authority shall continue until you specifically revoke such authority by notifying us. If you fail to maintain the security of your password and we suffer a loss, in addition to any other action we may take, we may terminate your access to the Services and account services immediately.

LIABILITY FOR UNAUTHORIZED ACCESS

You must tell us AT ONCE if you believe your password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit). However, if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission.

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

Also, if your statement shows transfers that you did not make, you will tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty days (60) if we can prove that we could have stopped someone from making the transfers if you had told us in time. If you can document a good reason (such as a hospital stay or a long trip) kept you from telling us, we will extend the time period.

If you believe that someone has used your password or has transferred or may transfer money from your account without your permission, you must call us at (888) 858-6878 or write us at: Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191.

You should also call the number or write to the address listed above if you believe a transfer has been made using information without your permission.

BUSINESS DAYS

Every day is a business day except Saturdays, Sundays, and federal holidays. Our business days are Monday through Friday. Our business hours are 8 a.m. to 5 p.m. each business day.

FEES AND CHARGES

There are certain charges for the Services as set forth in the credit union's Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your loan agreement. You understand and agree that with respect to the mobile banking service, your mobile service provider's download and usage charges may apply and that you should review your mobile service provider's terms and conditions for details regarding fees and usage charges, as such fees and charges are your sole responsibility.

PERIODIC STATEMENTS

Transfers and withdrawals transacted through the Services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a quarterly statement.

ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete electronic transfers and bill payments;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or merchant;
- To comply with any legal process, a government agency, or court order;
- If you give us your written permission.

You can review further information regarding our privacy practices as set forth in our [privacy policies](#).

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you and the instructions you transmit, we may be liable for your actual losses or damages. However, there are some exceptions. We will not be liable under the following circumstances:

- If, through no fault of ours, you do not have adequate available funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit, if applicable.
- If you used the wrong password, provide incorrect security question answer(s), or you have not properly followed any applicable Access Device, Internet Access, or credit union user instructions for making transactions.
- If your Access Device fails or malfunctions, or the Services were not properly working and such problem should have been apparent when you attempted such transaction.
- If the funds in your account are subject to an administrative hold, legal process, or other circumstances restricting such transaction or payment.
- If you or a third party (e.g., the U.S. Treasury or an automated clearing house) have not given us complete, correct, and current instructions so the credit union can process a transaction.
- If you did not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If our failure to complete the transaction is done to protect the security of your account and/or the online/mobile banking system.
- If delays in processing and/or payment are caused by third-party software and/or services.
- If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.
- If there are other exceptions as established by us from time to time.

Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, ACCESS DEVICE, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, ACCESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, ACCESS DEVICE, MODEM OR TELEPHONE SERVICE.

YOUR REPRESENTATIONS AND WARRANTIES

When you use the Services to access your accounts, you make the following representations and warranties to us:

- All information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of accessing and using the Services. You agree to not misrepresent your identity or your account information, and to keep your account information up to date and accurate.
- You are an authorized user of the Access Device you will use to access the Services.
- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through the Services. You will not reverse engineer or reverse compile any technology, including, but not limited to, any software or mobile phone applications associated with the Services.
- You will not use the Services or the content or information delivered through the Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of the Services by any other user; or (j) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
- You will use the Services for personal, consumer use only.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, AND THIRD PARTY LICENSORS, HARMLESS (BY COUNSEL OF OUR CHOOSING) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF YOUR USE OF THE SERVICES, ANY NEGLIGENT OR INTENTIONAL ACTION OR INACTION BY YOU, AND/OR ANY BREACH BY YOU OF THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

TERMINATION OF THE SERVICES

You agree that we may terminate this Agreement and your use of any Service if you, or any authorized user of your account or password, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your account or password.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of any Service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice of termination. If you terminate a Service, we reserve the right to make no further transfers or bill payments you have authorized.

CHANGE IN TERMS AND NOTICES

We reserve the right to change the terms and conditions upon which the Services are offered. We may add, delete, or amend terms and conditions and other provisions, fees, charges, or other terms described in the Agreement. We will mail notice to the address you have on file with us at least twenty-one (21) days before the effective date of any change, or as otherwise provided by law. Use of the Services is subject to existing regulations governing your accounts and any future changes to those regulations.

BILLING ERRORS

In case of errors or questions about your transactions through the Services, you may telephone us at (888) 858-6878 or write to us at Pacific Service CU, P.O. Box 8191, Walnut Creek, CA 94596-8191 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You will:

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to ninety (90) days to investigate my complaint or question.

For new accounts, you may take up to twenty (20) business days to credit my account for the amount I think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

ASSIGNMENT

We reserve the right to assign our rights and delegate our duties under this Agreement to a company affiliated with us or any other company. You are not permitted to assign this Agreement to any other party.

FORCE MAJEURE

You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or costs of any kind resulting from any delay in the Services due to causes beyond our reasonable control, including, but not limited to, earthquakes, floods, fires, power outages, computer or telecommunications systems failures, or acts of terrorism.

ENFORCEMENT

You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

RELATIONSHIP TO OTHER DISCLOSURES

The information in this Agreement 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.

WAIVER

We and our service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

GOVERNING LAW; PERSONAL JURISDICTION

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

SEVERABILITY

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

CONSENT AGREEMENT FOR ELECTRONIC DELIVERY OF DOCUMENTS

Please read the following terms and conditions of this “Consent Agreement for Electronic Delivery of Documents” (“Agreement”) regarding your consent to receive documents in an electronic format. By clicking on “PROCEED” below, you indicate your acceptance of this Agreement.

We are required to obtain your consent before electronically delivering documents to you. Please read this Agreement carefully before giving consent.

Terms and Conditions

Pursuant to the federal Electronic Signatures in Global and National Commerce (“ESIGN”) Act, we must obtain your consent prior to delivering documents to you in electronic format.

Documents you agree to receive electronically: You agree to receive electronic delivery of: (1) the Privacy Policy and (2) information presented to you as part of an online transaction such as disclosures, forms, notices, account agreements and other information.

You understand and agree that by clicking “PROCEED” below you are acknowledging receipt of this Agreement and consent, initially and on an ongoing basis, to receive documents in electronic format. You may make a request to receive copies of the documents in paper format by calling us at (888) 858-6878 or by writing to us at: Pacific Service CU, Attn: Member Service, P.O. Box 8191, Walnut Creek, CA 94596-8191, with the details of your request.

You also may withdraw your consent to receive documents in an electronic format at any time by calling us at (888) 858-6878 or by writing to us at: Pacific Service CU, Attn: Member Service, P.O. Box 8191, Walnut Creek, CA 94596-8191. Any withdrawal of your consent to receive documents in an electronic format will be effective only after we have had a reasonable period of time to process your withdrawal of consent.

In order to receive and review your disclosures electronically, you must have Microsoft Windows 95 or newer with 64 MB of RAM, and 24 MB of available hard-disk space, or Mac OS software version 8.6 or newer with 64 MB of RAM, and 24 MB of available hard-disk space and version 4.0 or higher of Internet Explorer, Netscape Navigator Communicator, or America Online. You must be able to view Adobe Acrobat (PDF) files. You can download Adobe Acrobat for free from Adobe’s website. You understand that we do not make any warranties on equipment, hardware, software, internet service providers, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

All documents we provide to you in electronic format will be considered “in writing.” You affirm that you can view electronic disclosures and that you either have a printer capable of printing electronic documents or that you have the ability to save and later display such documents.

We recommend that you print a copy of your electronic documents (including this one) for your records.

Federal Law

You acknowledge and agree that your consent to receive documents in electronic format is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the “Act”), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or Changes

We reserve the right, in our sole discretion, to discontinue the provision of your documents electronically under this Agreement, or to terminate or change the terms and conditions on which we provide such documents. We will provide you with notice of any such termination or change as required by law.

Agreement

By clicking the “PROCEED” button below, you affirmatively consent to receive, and acknowledge that you can receive, access and retain documents in an electronic format under this Agreement. You acknowledge that you have read and agree to the terms in this Agreement and that your computer system meets the minimum system requirements described in this Agreement.

IMPORTANT: PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS