



## PASADENA FEDERAL CREDIT UNION

### REQUIREMENTS

To access your accounts through Online Banking, you must have an account and a PIN or Access Code.

### TRANSACTIONS AVAILABLE

You may use Online Banking to:

- Obtain account and loan balances;
- Obtain loan payment, due date and pay off information;
- Request a check withdrawal from your savings, checking or line of credit
- Transfer funds between your accounts or to another PFCU member
- Determine if a particular item has cleared
- Make loan payments on your account
- View transaction history
- Obtain dividend information
- View paid checks on your account
- Access Bill Pay program (see Bill Pay disclosure for additional terms)

### TRANSACTION LIMITATIONS

The following are limitations to the use of this service;

- The maximum amount you may withdraw by check is \$10,000
- No more than six preauthorized, automatic, or telephone transfers may be made from your savings account, Super Variable account or Money Market Advantage account or another account at the Credit Union or to a third party in any calendar month, and no more than six (three for Money Market Advantage) transfers may be made by check, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request and the Credit Union may reclassify or close your account.
- Only checking accounts are eligible for Bill Pay transactions

### GENERAL TERMS

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement and either send a notice to you at the address shown on our records, display a notification on Personal Branch or send you an electronic mail message (e-mail). By accepting these terms and conditions, you agree to receive these notices by e-mail. The notice will be posted or sent at least twenty-one (21) days in advance of the effective date of any additional fees for Internet transactions or of any stricter limits on the type, amount, or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system we will provide you with electronic or written notice within 21 days after the change. We reserve the option in our business judgment, to waive, reduce or reverse charges or fees in individual

situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosures and Fee Schedule.

#### GOVERNING LAW

This agreement will be governed by the bylaws of the Credit Union, federal laws and regulations, the laws of California and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction and venue of California.

#### WAIVER OF RIGHTS

The Credit Union can delay enforcing any of the provisions under this Agreement or the law any number of times without losing its right to enforce them at a later date.

#### OTHER AGREEMENTS

Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with us.

#### SEVERABILITY

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

#### PROTECTING YOUR ACCOUNT

Promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call us at 626-799-0882 or 800-445-PFCU.

#### PROTECTING PERSONAL INFORMATION

Take precautions to protect your personal identification information such as your driver's license number, social security number etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. The PIN used to gain access to Online Banking should be kept confidential. For your protection we recommend that you change your PIN regularly, memorize it and do not write it down. You are responsible for keeping your PIN, account numbers, user ID and other account data confidential.

If your PIN has been compromised log on to Online Banking and either change your PIN or disable your account by typing in an invalid PIN number until you are locked out. You must also tell us within two (2) business days after you learn of the loss or theft to lose no more than \$50 if someone used your PIN without your permission to access your account. If you do not tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

#### DISCLOSURE OF ACCOUNT INFORMATION

You authorize us to disclose to third parties, agents and affiliates such as independent auditors, consultants or attorneys, information that you have provided or that we have obtained about your accounts and the transfers you make:

- To comply with government agency or court orders or other legal process; or
- To verify the existence and condition of your account for third party, such as a credit bureau or merchant; or
- Where it is necessary for completing the transaction; or
- To provide services relating to your account or to offer other products and services; or
- If you give us your permission

#### ADDRESS AND PHONE CHANGES

Keep the Credit Union informed of your current address, e-mail and phone number to insure correct mailing and that we may contact you regarding your account.

#### IN CASE OF ERRORS or QUESTIONS

Telephone us at 626-799-0882 or write us at P.O. Box 7132, Pasadena, CA 91109-7132 as soon as you can for any accounts accessed through Personal Branch. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number
  2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
  3. Tell us the dollar amount of the suspected error
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decided to do this, we will credit your account within 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 the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM. We will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

If you notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction or notice of an error involving a transaction initiated outside the US its possessions and territories, we will have 90 days instead of 45 days to investigate.

#### Free E-mail Alerts Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE ACTIVATING ALERTS.

1. YOUR USE OF THE FREE E-MAIL ALERTS SERVICE IS AT YOUR OWN RISK. Pasadena Federal Credit Union (PFCU) WILL PROVIDE THE FREE E-MAIL ALERTS SERVICE AND ITS MESSAGES TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. PFCU AND OUR SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES.

2. Although the Free E-mail Alerts service is designed to give you timely notice of specific events, it cannot provide immediate notice. You may suffer errors, interruptions, delays or failures in the receipt of your Free E-mail Alerts for a variety of reasons, which may include technical difficulties suffered by the Credit Union or your Internet service provider or wireless communications carrier. Further, if you choose to have your Alerts delivered to your cell phone or certain other devices, a portion of the Alert, or related information and disclaimers, may be omitted. ACCORDINGLY, the Credit Union AND OUR SUPPLIERS MAKE NO WARRANTIES TO YOU ABOUT THE TIMELINESS OF THE FREE E-MAIL ALERTS SERVICE OR THE ACCURACY, RELIABILITY OR COMPLETENESS OF ANY ALERTS WE PROVIDE YOU, NOR AS TO THE SECURITY ASSOCIATED WITH ANY INFORMATION TRANSMITTED VIA FREE E-MAIL ALERTS.

3. UNDER NO CIRCUMSTANCES SHALL the Credit Union OR ANY OF OUR SUPPLIERS BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO INVESTMENT LOSSES, FINANCE CHARGES, LOSS OF BUSINESS, LOST OPPORTUNITIES, LOST PROFITS, OR OTHER ECONOMIC DAMAGES, RESULTING IN ANY WAY FROM THE USE OF OR RELIANCE UPON THE FREE E-MAIL ALERTS SERVICE OR THE CONTENTS OF SPECIFIC ALERTS, WHETHER THE CLAIM FOR DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT the Credit Union IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. All disputes with the Credit Union arising out of or relating to your subscription for the Free E-mail Alerts service or otherwise relating to the Terms shall be resolved by binding arbitration in Pasadena, California, pursuant to the rules of the American Arbitration Association. All such disputes shall be governed by and construed in accordance with the laws of the United States and of the State of California, without reference to such state's conflict of laws provisions. To the extent that these Terms and Conditions of Use permit a party to bring an action in a court of competent jurisdiction, by subscribing to Free E-mail Alerts, you agree to submit irrevocably to jurisdiction of the state and federal courts located in your County, your State, and that such courts shall be the venue of choice in any such proceedings permitted under this paragraph.

5. You may cancel your subscription for Free E-mail Alerts at any time by unenrolling from this service through Online Banking.

Effective August 1, 2016