# ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

# PLEASE KEEP THIS BROCHURE FOR YOUR RECORDS

This Disclosure supersedes all Disclosures prior to the effective date shown below.

Effective October 1, 2013



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# ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

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

I understand and agree, for myself (and any person or entity I represent if I sign as a representative of another person or entity) to the terms of this Disclosure and Agreement and your Schedule of Fees and Charges.

I understand and agree that this Disclosure and Agreement, along with any other documents you give me pertaining to my account(s), is a contract that establishes the rules that control my account(s) with you. When I accept, retain, activate, or use of an ATM Card, MasterMoney Debit Card, VISA Credit Card, MasterCard Credit Card, or conduct other electronic funds transactions hereunder, I agree to follow these rules.

The purpose of this Disclosure and Agreement is to:

- Apply and explain some laws that apply to common transactions;
- Establish rules to cover transactions or events that the law does not regulate;
- Establish rules for certain transactions or events that the law regulates but for which it permits variations by agreement; and
- Provide disclosures of some Credit Union policies to which I may be entitled or in which I might be interested.

I understand and agree that if any provision of this Disclosure and Agreement is found to be unenforceable according to its terms, all remaining provisions will remain in full force and effect. You may permit some variations from this Disclosure and Agreement, but you will only agree to do so in writing.

This Disclosure and Agreement is given by you in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck, payroll deductions, preauthorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), preauthorized withdrawals for bill payments and other recurring payments, Automated Teller Machine (ATM) electronic fund transfer services at "Shared Network" ATMs such as the CO-OP Network, STAR®, and Plus®, and such other systems as may be added from time to time, Money Maestro Audio Response Service, Personal Computer Electronic Banking, Electronic Bill Pay, Electronic Check Transactions, and Point of Sale (POS) Transactions. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules, and regulations applicable to my Checking Account, Share (Savings) Account, MasterMoney Debit Card, Visa Credit Card, MasterCard Credit Card, Personal Line of Credit, and any other applicable, accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

# GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

**BUSINESS DAY DISCLOSURE.** Your business days are Monday through Friday, except holidays. Your business hours are 10:00 a.m. to 4:00 p.m. Monday through Friday. ATMs, point-

of-sale (POS) terminals, the Money Maestro Audio Response Service, and Personal Computer Electronic Banking is generally available, but not always accessible, 24 hours a day, 7 days a week

Personal Computer Electronic Banking may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. You will disclose information to third parties about my Account or transfers I make:

- When it is necessary to complete an electronic transaction;
- In order to verify the existence and condition of my Account for a third party, such as a credit bureau or merchant; or
- In order to comply with a government agency or Court order, or any legal process;
- 4. If I give you written permission; or
- 5. As otherwise permissible under applicable law.

## IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC SERVICES TRANSACTIONS.

Telephone you at: (323) 462-6447

or write you at: MUSICIANS' INTERGUILD CREDIT UNION

817 N. Vine St., #200 Hollywood, CA 90038

or e-mail you at: mcu1@aol.com

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

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

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

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty five (45) days to investigate my complaint or question. If you decide to do this, you will credit my Account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my Account.

In accordance with MasterCard, Inc. Operating Rules and Regulations, I will receive provisional credit for MasterMoney Debit Card losses for unauthorized use within five (5) business days after I have notified you of the loss, except for cash disbursements at an ATM. If you determine that the circumstances or account history warrant a delay, I will receive provisional credit within ten (10) business days.

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

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

YOUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS. If you do not properly

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

- Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- Through no fault of yours, I do not have enough money in my Account (or sufficient collected funds) to make a transaction;
- The funds in my Account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- You have received incorrect or incomplete information from me or from third parties (e.g., the U. S. Treasury, an automated clearing house, or a terminal owner);
- The ATM, POS terminal, Money Maestro Audio Response Service, Personal Computer Electronic Banking, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
- The ATM where I was making the transaction did not have enough cash, or cash in the denominations I requested;
- 7. My ATM Card, MasterMoney Debit Card, Visa Credit Card, MasterCard Credit Card, Money Maestro Audio Response Service PIN, or check(s) have been reported lost or stolen, or my Card has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because my ATM Card PIN, MasterMoney Debit Card PIN, Money Maestro Audio Response Service PIN, or Personal Computer Electronic Banking PIN has been repeatedly entered incorrectly;
- 8. The transaction would exceed my Personal Line of Credit or Visa Credit Card or MasterCard Credit Card limit;
- Your failure to complete the transaction is done to protect the security of my Account and/or the electronic terminal system;
- I fail to properly follow Money Maestro Audio Response Service or applicable software instructions on how to process the transaction;
- There are delays in mail delivery, changes of merchant address, or account number(s);
- I fail to allow sufficient time for the payee to receive and process the payment before the payment due date (the date shown on my invoice);
- 13. There may be other exceptions.

FEES AND CHARGES FOR ELECTRONIC FUNDS TRANSACTION SERVICES. All fees and charges associated with my electronic funds transactions are disclosed in your Schedule of Fees and Charges which accompanies this Disclosure and Agreement. A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges, for each stop payment order I give. There may also be a charge assessed if I overdraw my Checking Account by the use of my ATM Card or MasterMoney Debit Card. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from my Checking or Share Account.

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

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

TERMINATION OF ELECTRONIC FUNDS TRANSACTION SERVICES. I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic funds transactions at any time upon written notice and may reinstate such services at your discretion. If I ask you to terminate my Account or the use of my ATM Card, MasterMoney Debit Card, or any other access device, I will remain liable for subsequent authorized transactions performed on my Account. In addition, you may suspend my electronic services, without advance notice, if there are insufficient funds in any one of my accounts or if any of my accounts are not in good standing. Once suspended, electronic services may be reinstated, at your discretion, once there are sufficient funds in my accounts to cover any fees and other transfers or debits.

ACCOUNT ACCESS. My Account, the Card(s), or any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. I understand that I may not utilize my Account, the Card(s), or any other access device or 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. You may deny authorization of any transactions identified as gambling. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

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 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 as disclosed in your Schedule of Fees and Charges, if permissible under applicable law. I grant you a security interest in my present and future shares on deposit and you have the right to apply such shares against any amounts owed to you by me (e.g., overdrafts and any related fees and charges). If any legal action is required to collect amounts 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 Disclosure and Agreement.

INDEMNIFICATION. To the extent permitted by law, I agree to indemnify, defend, and hold you and your directors, officers, employees, and agents harmless from and against any damage, expense, loss, or liability of any kind which you may incur, including, but not limited to, attorneys' fees and court costs, that result directly or indirectly, in whole or in part, from my use of any electronic service governed by this Disclosure and Agreement.

RELATIONSHIP TO OTHER DISCLOSURES. The information in this Disclosure and 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.

Email Communications: I may communicate with you via electronic mail (email); however, I may only email you general questions and not account information questions. You will not respond to account information-related questions sent to you via email. Also, I should not send you any confidential account or other information via email. I understand that I may not perform transactions on my account via email. I cannot request a stop payment or report an unauthorized transaction via email. Given that these types of requests/transactions require expeditious handling, I must make these requests by calling or mailing a letter to you as noted in this Disclosure and Agreement. I agree that you may take a reasonable amount of time to act on any

email you actually receive from me. I agree that you are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or any decision I make using this information. You will only respond to emails from the email address you have on file for me. If I change my email address, I will notify you in writing.

GOVERNING LAW. I understand and agree that this Disclosure and 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. I also agree to submit to the personal jurisdiction of the courts of the State of California.

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

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

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

ACCOUNT ACCESS. Preauthorized deposits may be made to my Share Account(s) or Checking Account. Payroll deduction may be made to my Share accounts, Checking Accounts, or Money Market Accounts.

NOTIFICATION OF PREAUTHORIZED DEPOSITS. If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my Account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my Account. If I have not made such an arrangement, I may telephone you at (323) 462-6447 and you will advise me whether or not the preauthorized deposit has been made.

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

### ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If I have requested a preauthorized payment to a third party from my Credit Union Checking Account, the following applies to me.

**ACCOUNT ACCESS.** Preauthorized payments may be made from my Checking Account only.

## RIGHT TO RECEIVE DOCUMENTATION OF PREAUTHORIZED PAYMENT.

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

NOTICE OF VARYING AMOUNTS. If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me ten (10) days before such payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that I set.

**PERIODIC STATEMENT.** I will receive a monthly account statement for each month in which a transfer is made, but at least a quarterly statement if no transfers are made.

RIGHT TO STOP PREAUTHORIZED PAYMENT. If I want to stop any of the preauthorized payments or revoke a preauthorized payment at you at: (323) 462-6447, or write you at Musicians' Interguild Credit Union, 817 N. Vine St., #200, Hollywood, CA 90038 in time for you to receive my stop request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you may also require me to put confirmation of my request in writing at the above address and get it to you within fourteen (14) days after I call. An oral request ceases to be binding after fourteen (14) days if I have not provided you with my required written confirmation of my request. You will charge me for each stop payment or revocation request I give pursuant to your current Schedule of Fees and Charges. If I have given you a request to revoke this entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

YOUR LIABILITY FOR FAILURE TO STOP PAYMENT. If I order you to stop one of my preauthorized payments no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages, to the extent provided by law. I agree to pay you a Stop Payment Fee in accordance with your Schedule of Fees and Charges for each stop payment order I give.

LIABILITY FOR UNAUTHORIZED ELECTRONIC PAYMENTS. I may be liable for unauthorized transfers made from my Account by a third party. If I believe such transfer has occurred, I must follow the procedures outlined in the "General Disclosures Applicable to All Electronic Services" section for resolving errors. Please also refer to the section entitled "Additional Disclosures Applicable to ATM Electronic Funds Transactions, Point of Sale Transactions, Money Maestro Audio Response Service, Personal Computer Electronic Banking, Bill Pay, and Electronic Check Transactions."

# ADDITIONAL DISCLOSURES APPLICABLE TO MONEY MAESTRO AUDIO RESPONSE SERVICE

Money Maestro Audio Response Service is a telephone banking service which will allow me to perform monetary transactions and account balance inquiries without assistance from your staff. I will actually "talk" directly with your computer. Before I can use Money Maestro Audio Response Service, I must request the service and you will provide me with a Money Maestro Audio Response Service PIN.

#### TYPES OF AVAILABLE TRANSACTIONS.

I may use my Account number and PIN to:

- 1. Make transfers between my accounts;
- Make inquiries regarding account balances and loan payment data;
- 3. Make transfers to make loan payments;
- 4. Request withdrawals from my Share Account(s) (except from IRAs or from the principal of a Certificate Account) or Checking Account(s) or advances on my Personal Line of Credit by Credit Union check issued in the name of the member appearing first on the Account Signature Card and mailed to my address of record;
- 5. Obtain last divided date and amount;
- Obtain information as to whether specific checks have cleared;

You may offer additional services in the future and, if so, I will be notified of them.

All payments and deposits are subject to later verification by us.

CUT-OFF TIMES FOR CREDIT UNION CHECK PROCESSING. If I request a withdrawal from my Share Account(s) or Checking Account(s) by Credit Union check before 3:00 p.m. Monday through Friday, the Check will be available for pick up at the Check at the Musicians' Interguild Credit Union

main branch at 817 North Vine Street, #200, Hollywood, CA, 90038 until 3:00 p.m. after which time it will be mailed to my address of record. If I request a withdrawal from my Share Account(s) or Checking Account(s) by Credit Union check after 3:00 p.m. Monday through Friday or on weekends or holidays, the Check will be mailed to my address of record on the next business day.

## LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSACTIONS.

- Account withdrawals to you through your Money Maestro Audio Response Service are unlimited, to the extent I have funds available in my Account, or available credit from my Personal Line of Credit Account.
- For security reasons, in the event my Money Maestro Audio Response Service PIN is lost or stolen, there may be restrictions on transactions I can make on the Money Maestro Audio Response Service.

MONEY MAESTRO AUDIO RESPONSE SERVICE PERSONAL IDENTIFICATION NUMBER (PIN). I understand that I cannot use Money Maestro Audio Response Service without an identification number, which you refer to as a PIN, and that you will provide a temporary PIN to me, which I agree to change using the Money Maestro Audio Response Service. I am responsible for the safekeeping of my Money Maestro Audio Response Service PIN provided by you and for all transactions made by use of the Money Maestro Audio Response Service.

I will notify you immediately and send written confirmation if my Money Maestro Audio Response Service PIN is disclosed to anyone other than the joint owner of my Account. I understand and agree that I must change the PIN immediately to prevent transactions on my Account if anyone not authorized by me has access to the PIN. If I disclose my Money Maestro Audio Response Service PIN to anyone, however, I understand that I have given them access to my Account via the Money Maestro Audio Response Service and that I am responsible for any such transactions.

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

I understand that if my Money Maestro Audio Response Service PIN is entered incorrectly three (3) times during a session, the call will be disconnected as a security procedure.

STOP PAYMENT ORDERS. I may not place a stop payment order or amend or cancel a transfer initiated through the Money Maestro Audio Response Service once the Money Maestro Audio Response Service call is completed.

# ADDITIONAL DISCLOSURES APPLICABLE TO PERSONAL COMPUTER ELECTRONIC BANKING AND BILL PAY

Personal Computer Electronic Banking is your computer banking service that allows access to my accounts without assistance from your staff by using the Credit Union website and my own selected Personal Computer Electronic Banking PIN.

MINIMUM SYSTEM REQUIREMENTS. In order to conduct transactions through the Service with you, the following computer system requirements must be satisfied: Modern Browser Internet Explorer 6 or above or another browser capable of 128 bit encryption.

I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES 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. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL, CAUSED BY THE 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 MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

ACCOUNT ACCESS. Personal Computer Electronic Banking is available for my Share Account, Checking Accounts, and Money Market Account and most other savings account(s) (with the exception of IRA accounts) and loan account(s) (with the exception of my Visa Credit Card and MasterCard credit card) using my PIN specific to this service.

#### TYPES OF AVAILABLE TRANSACTIONS.

I may use my Personal Computer Electronic Banking PIN for:

- Balance inquiries.
- 2. Account history for up to the last ninety (90) days.
- 3. Transfer of funds among and between my accounts.
- Transfers to other members' accounts with prior written authorization.
- Withdrawals from my Share Account(s) (except from IRAs or from the principal of a Certificate Account) or Checking Account(s).
- Loan payments by transfers from my Share Account, Checking Account, or Money Market Account.
- 7. View account history or download account history.
- Utilizing your Bill Pay service from my designated checking account.

You may offer additional services in the future and, if so, I will be notified of them.

**BALANCE INQUIRIES.** Balance information available through Personal Computer Electronic Banking may not be accurate because the balance information may not reflect all recent transactions. For accurate balance information, contact the Credit Union at (323) 462-6447.

## LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSACTIONS.

- Withdrawals from my Share Account(s) or Checking Account(s), whether by check or transfer to other accounts, are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.
- All withdrawals and transfers from a Share or Checking Account are limited to the extent of clear funds available in the Account.
- 3. There is no charge for Personal Computer Electronic Banking.
- Bill Payments and interbank transfers are limited in terms of the maximum dollar amount to \$2,000.00 per payment or transfer.

AUTHORIZATION. I authorize you to transfer funds electronically between my designated checking account(s) according to my instructions initiated through Personal Computer Electronic Banking. I authorize you to charge my designated account(s) for any transactions accomplished through the use of the Service, including the amount of any recurring payment that I make, and all charges as shown in the Schedule of Fees and Charges associated with the Service.

**ELIGIBILITY.** I understand that in order to use Personal Computer Electronic Banking, I must have an account in good standing and have a PIN with you.

PERSONAL COMPUTER ELECTRONIC BANKING PIN. I understand that I cannot use Personal Computer Electronic Banking without a member identification number which you refer to as a PIN. I AGREE THAT THE USE OF THE PIN CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

I am responsible for the safekeeping of my PIN and for all transactions made by use of Personal Computer Electronic Banking. I will notify you immediately by phone and send written confirmation if my PIN is disclosed to anyone other than the joint owner of my account. If I disclose my PIN to anyone (including

without limitation, an account aggregate service provider), however, I understand and agree that I have given them access to my account via Personal Computer Electronic Banking and I am responsible for any such transaction. I understand and agree that I must change the PIN immediately to prevent transactions on my account if anyone not authorized by me has access to my PIN. I further understand and agree that my PIN is not transferable and I will not disclose it or permit any unauthorized use thereof.

If I voluntarily subscribe to a third party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a web-site, I may be requested to give my Credit Union PIN to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

You recommend that I change my PIN regularly and that my PIN contains at least one (1) number, one (1) capital letter, and one (1) symbol, and that I do not use PINs that could be easily guessed, such as my birthdate, last name, or other information that may be publicly available. You are entitled to act on instructions received under my PIN. For security purposes, I must keep my PIN and account information confidential. This means that I should memorize my PIN and not write it down. If, through my own negligence or otherwise, I make my PIN available to an unauthorized third party, I agree to notify you immediately. In such a case, I understand that you may terminate my access to the Service to protect the security of the Service and my Account.

The Credit Union will never contact me and ask me to provide my PIN. If I am contacted by anyone claiming to be a representative of the Credit Union who asks me to provide any PIN, I understand that I should not provide my PIN and I should contact you at (323) 462-6447 immediately to report the incident.

The Credit Union recommends that I purchase and utilize antimalware software as a defense against keyloggers and certain forms of attacks by unauthorized third parties seeking access to or control over my account. Anti-malware is a term that is commonly used to describe various software products that may also be referred to as anti-virus or anti-spyware. Anti-malware software is used to attempt to prevent, detect, block, and remove adware, spyware, and other forms of malware such as keyloggers.

The Credit Union recommends that commercial (business) users should perform an internal internet banking risk assessment and controls evaluation periodically.

JOINT ACCOUNTS. If I utilize the Service to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my PIN is utilized shall be considered authorized by me.

FEES ASSOCIATED WITH BILL PAYMENT. You will automatically deduct any applicable fees from my designated checking account.

All applicable fees will be charged as set forth in the Schedule of Fees and Charges.

**BILL PAY SERVICES AGREEMENT.** In addition to the other terms and conditions in this Disclosure and Agreement that are applicable to the Bill Pay Service, the following additional terms and conditions apply.

To use the Bill Pay Service, I must complete the Bill Pay Registration Form. Upon your approval, you will forward the necessary information to the Bill Pay Service Provider, who will send me a confirmatory email that my Bill Pay Application has been approved, thus allowing me to use the Bill Pay Services. All payments made through the Bill Pay Service will be deducted from my designated checking account. Any payee I wish to pay through the Bill Pay Service must be payable in U.S. Dollars. Each payee must appear on the payee list I create with you and the account I am paying must be in my name. I may not use the Bill Pay Service to make payments to a federal, state, or local government or tax unit, or to other categories of payees that you may establish from time to time.

I must allow sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on my invoice or provided in my agreement with payee, not taking into account any grace period provided by payee). If I do not allow sufficient time, I will assume full responsibility for all late charges, finance charges, or other actions taken by payee.

**IMPORTANT:** Payment may take up to five (5) days for each vendor (payee), as they are sent either electronically or by check. The Credit Union is not liable for any service or late charges levied against me. I may make arrangements to pay certain recurring bills from my designated checking account.

The Bill Pay Service Provider is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated merchant in accordance with this Agreement. The Credit Union and the Bill Pay Service Provider are not liable for any damages I incur if I do not have sufficient funds in my designated checking account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to credit the account correctly for the payment in a timely manner, or for any other circumstances beyond the control of the Credit Union or the Bill Pay Service Provider.

As applicable, you will overdraft from my personal line of credit account, Visa Credit Card Account, or MasterCard Credit Card Account according to the instructions I have given you, or you may pay an overdraft using your Courtesy Pay Service, if there are not sufficient funds in the designated checking account.

A written notice will be sent to me of transactions you are unable to process because of insufficient available funds. In all cases, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Pay Service. Insufficient available funds will prevent you from making more payments until resolved. I authorize you, and any third-party acting on your behalf, to choose the most effective method to process my payments. I will receive a transaction confirmation number for each properly instructed payment. Unless I receive a confirmation number, you shall not be liable for any failure to make a payment.

You may charge my designated checking account on the day that a check or other transaction is presented to you directly or electronically for payment. The Credit Union reserves the right to refuse to make any payments, but you will notify me of any such refusal within three (3) business days following receipt of my process date.

Under some circumstances, I may stop or modify some authorized payments. Payments designated as "today" transactions cannot be stopped, canceled, or changed once my Bill Pay session is terminated. In order to request a stop payment or change a Bill Pay transaction, I must contact the Bill Pay Service Provider at (800) 393-3833.

If I wish to cancel my Bill Pay Service feature, I must notify you in writing at:

Musicians' Interguild Credit Union 817 Vine St., #200 Hollywood, CA 90038

ATTENTION: Bill Pay Department

I will be responsible for all payment instructions made prior to termination and for all other applicable charges and fees. I will cancel all outstanding payment orders with the payee(s) before notifying you to terminate this service feature.

This Agreement, any user's manual, and the applicable fees and charges may be amended by you in the future. In the event of amendment, you shall send notice to me either by mail to my last known address or transmit such notice of the amendment through the Personal Computer Electronic Banking Service. My use of the Bill Pay Service feature following the receipt of such notice constitutes acceptance of such amendment.

# ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS

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

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS. Types of currently available transactions are listed below. Transaction types and services may be limited on "Shared Network" ATMs such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction."

**ACCOUNT ACCESS.** The ATM services which you make available to me are:

- Deposits to my Share Account and Checking Account at ATMs displaying the CO-OP Network® logo;
- Withdrawals from my Share Account and Checking Account at CO-OP Network®, STAR®, and Plus® ATMs;
- Transfers from my Share Account to my Checking Account within the same account number at some shared network ATMs;
- Loan payments made by cash, check, or by transfer of funds from my Share Account or Checking Account at some shared network ATMs;
- Advances on my Visa Credit Card or MasterCard Credit Card up to my available Credit Limit using ATMs displaying the Visa® or MasterCard ® logos;
- Balance inquiries at CO-OP Network®, STAR®, and Plus® ATMs;
- 7. The purchase of postage stamps at ATMs where available;
- You may offer additional services in the future and, if so, I will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the CO-OP Network®, STAR®, and Plus® Systems. Services, however, may be restricted on certain ATMs on the systems which are not owned by you. In such case, an attempted transaction may be refused by the Shared Network ATMs.

I understand and agree that you accept funds deposited at ATMs subject to our verification and collection, and receipts issued by an ATM are binding only after verification. Funds deposited by check may be unavailable for withdrawal until collected by you. The delay will depend on your policies as permitted by law, and I will refer to your Disclosure of Funds Availability Policy for details.

By using my ATM Card or MasterMoney Debit Card in conjunction with my PIN at an ATM, I authorize you to provide account balance information or to make withdrawals and transfers into or from my accounts with you, in accordance with the instructions given to the ATM. Furthermore, I authorize you to make advances on my line of credit account.

If I authorize you to issue an ATM Card or MasterMoney Debit Card (or any other access device) to any third party, or if I permit any person to use my Card, I understand that I, thereby, authorize that person to withdraw funds from any account (including my line of credit account) which can be accessed using the ATM Card or MasterMoney Debit Card.

BALANCE INQUIRIES. Balance information available through the ATM may not be accurate because the balance information may not reflect transactions that occurred within the past 72 hours. For accurate balance information, contact the Credit Union at (323) 462-6447.

ATM FEES. I understand that I will not be charged a fee by the ATM operator or the network if I use a CO-OP Network® ATM. When I use an ATM on the STAR® or Plus® network, I may be charged a fee by the ATM operator and/or any network used (and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer).

Overdraft to Line of Credit. I understand that if I have an overdraft line of credit in conjunction with my checking account, then I may use that line of credit to fund any overdraft on my checking account, including overdrafts caused by ATM or POS terminal access. I understand that I may not otherwise use my ATM Card(s) or MasterMoney Debit Card to overdraw my savings account(s), checking account(s), or personal line of credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft as follows:

- (1) Overdrawn Savings Account: You may withdraw funds from my checking account(s) or make a cash advance from my personal line of credit account, if any, or make a withdrawal from other accounts on which I am a joint owner.
- (2) Overdrawn Checking Account: You may make a cash advance from my personal line of credit account, if any, or withdraw funds from my savings account(s) or make a withdrawal from other accounts on which I am a joint owner
- (3) Overdrawn Line of Credit: You may withdraw funds from my savings account(s), money market account(s), or checking account(s), or 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).

## LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSACTIONS.

- Withdrawals from most ATMs are limited to a maximum of \$510.00 per day. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, you reserve the right to adjust my maximum per day cash disbursement levels, from time to time, in your sole discretion.
- Minimum withdrawal amounts and increment amounts may vary depending on the system or machine I access. For example, the minimum withdrawal and increment amount at Shared Network machines is generally \$20.00.
- For security reasons, in the event my ATM Card, MasterMoney Debit Card, Visa Credit Card, MasterCard Credit Card, or my PIN is lost or stolen, there may be restrictions on transactions I can make on the ATM System.

#### MY ATM CARD OR MASTERMONEY DEBIT CARD.

Both my ATM Card or MasterMoney Debit Card and my PIN will be used each time I use an ATM. The following conditions must be observed for both the privacy and protection of my Account and the system:

- I MUST KEEP MY CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT:
- 2. I MUST NOT (A) TELL ANY UNAUTHORIZED PERSON MY PIN, (B) WRITE MY PIN ON MY CARD, (C) WRITE MY PIN ON A SEPARATE PIECE OF PAPER AND KEEP IT IN MY PURSE OR WALLET WITH MY CARD, OR (D) OTHERWISE MAKE IT AVAILABLE (THROUGH THEFT, MY OWN NEGLIGENCE, OR OTHERWISE) TO ANYONE ELSE:
- I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY CARD AND/OR PIN.
- 4. IF I AUTHORIZE YOU TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY

FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I GIVE MY CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY ME

SAFETY AT THE ATM. I understand that I should use caution at all times when using an ATM. Some precautions I can take are: avoid ATMs that are obstructed from view or unlit at night; observe the area for anything unusual or suspicious; when possible, bring a companion along, especially at night; lock my vehicle when I leave it; have my Card in my hand as I approach the machine; avoid reaching in my wallet or purse in front of the machine; avoid counting my cash at the machine; lock the doors, roll up all but the driver's window, and keep the engine running when using a drive-up machine. If I feel unsafe for any reason, I should leave the area immediately. If someone follows me after using the ATM, I should quickly go to a safe area that is well populated and well lit. I should report any incident to the police as soon as possible.

PERSONAL IDENTIFICATION NUMBER. I agree to memorize my PIN and will not write it on the Card(s). If I forget the number, I may contact you and you will issue a duplicate at the charge set forth in your current Schedule of Fees and Charges.

OWNERSHIP OF THE ATM CARD AND THE MASTERMONEY DEBIT CARD. The Card(s) remains your property and I agree to surrender the Card(s) to you upon demand. You may cancel, modify, or restrict the use of any Card (1) upon proper notice or (2) without notice if: (a) my account is overdrawn, (b) if you are aware that I have violated any term of this Disclosure and Agreement, whether or not you suffer a loss, or (c) where you deem it to be necessary or prudent to maintain or restore the security of my account(s) or the ATM or POS system. You also reserve the right to recall the Card(s) through retrieval by any of the ATMs.

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

## ADDITIONAL DISCLOSURES APPLICABLE TO MY ATM AND MASTERMONEY DEBIT CARD WHEN USED FOR POINT OF SALE TRANSACTIONS

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS. By use of my ATM or MasterMoney Debit Card at a point-of-sale terminal, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

ACCOUNT ACCESS. I may use my Card to withdraw cash from my Checking Account by way of a cash advance from merchants, financial institutions, or others who honor the Card(s) and/or pay for purchases from merchants, financial institutions, and others who honor the Card(s). However, you are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the Card, to complete a transaction, or for their retention of the Card.

I understand that some participating merchants (such as hotels, car rental companies, restaurants or gas stations) may initiate electronic notices seeking validation of the Card and/or approval of the anticipated purchase amount. Such an anticipated purchase amount may exceed the amount of the actual purchase transaction. You may place a hold against the Checking Account for the anticipated amount. The hold may remain in effect from the time the notice is received by you up to the time the merchant draft or other item is presented. The amount of the actual purchase transaction is then deducted from the Checking Account.

Use of the MasterMoney Debit Card, the Card number, the PIN, or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs, or others who honor the MasterMoney Debit Card is an order by me for the withdrawal of the amount of the transaction from my Account and is authorization to you to provide account balance

information, make the requested transfer, or accept deposits to my account. Each transaction with the MasterMoney Debit Card will be charged to my Account on the date the transaction is posted to my Account.

I understand that my MasterMoney Debit Card is not a credit card, which means that I may not defer payment of MasterMoney Debit Card transactions.

When I use my MasterMoney Debit Card, I must follow the merchant's or the financial institution's rules and I may be asked to enter my PIN or sign a sales slip. Some merchants may impose a fee for MasterMoney Debit Card use, but you will not be responsible for that fee or if the merchant or financial institution refuses to accept my MasterMoney Debit Card or Card number.

I may not stop payment on a MasterMoney Debit Card transaction. Furthermore, in the event of a dispute, I may have to settle directly with the merchant, financial institution, or other person or entity that honored the Card. If the merchant misrepresents the quality, price, or warranty of the goods or services which I paid for with my MasterMoney Debit Card, I agree to indemnify you from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, from such misrepresentation. If I breach or do not fulfill the terms of this Disclosure and Agreement with you, I also agree to indemnify you from and against any and all damages, costs, liabilities, and expenses (including attorneys' fees and expenses) which may result, directly or indirectly, therefrom.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSACTIONS. Point of sale transactions are limited to a maximum of \$750 per day. However, I may make cash advances and purchases only to the extent that I have available funds in my Checking Account, plus available funds in my designated overdraft sources.

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

RETURNS AND ADJUSTMENTS (MASTERMONEY DEBIT CARDS). Merchants and others who honor the MasterMoney Debit Card may give credit for returns or adjustments, and they will do so by sending you a credit slip that you will post to my Checking Account.

FOREIGN TRANSACTIONS (MASTERMONEY DEBIT CARDS). Purchases, cash advances, and credits made in foreign currencies will be billed to my Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the governmentmandated rate in effect for the applicable central processing date, plus one percent (1.00%). The conversion rate may be different than the rate on the day of the transaction or date of the posting of my Account. When a credit to my Account does not fully offset a charge to my Account due to changes in the rate, I am responsible for the difference.

### ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

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

TYPES OF AVAILABLE TRANSACTIONS. I may authorize a merchant or other payee to make a one-time Electronic Check Transaction from my Checking Account using information from my check to (1) pay for purchases or (2) pay bills. I may also

authorize a merchant or other payee to debit my Checking Account for returned check fees or returned debit entry fees.

I may make such a payment via ACH where I have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the consumer, the merchant, other payee, or the payee's financial institution; or I have provided the merchant or payee with the routing, account, and serial numbers by telephone to make a payment or a purchase.

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

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS. I may make Electronic Check Transactions only to the extent that I have available clear funds in my Checking Accounts, plus available funds in my designated overdraft sources.

Overdraft to Line of Credit. I understand that if I have an overdraft line of credit account in conjunction with my checking account, then I may use that line of credit to fund any overdraft on my checking account, including overdrafts caused by any Electronic Check Transactions. I understand that I may not otherwise initiate an Electronic Check Transaction to overdraw my checking account or my line of credit, if applicable. However, if I do overdraw, I authorize you to cover the overdraft on my checking account by making a cash advance from my line of credit account, if any, or withdraw funds from my savings account(s) or money market account(s), or make a withdrawal from other accounts on which I am a joint owner. Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

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

# ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, MONEY MAESTRO AUDIO RESPONSE SERVICE, PERSONAL COMPUTER ELECTRONIC BANKING, BILL PAY, AND ELECTRONIC CHECK TRANSACTIONS

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS.

- Transaction Receipt. I will receive a receipt at the time I
  make any transfer to or from my Account using one of the
  ATMs or when I make a purchase using a POS terminal. I
  should retain this receipt to compare with my statement
  from you.
- Periodic Statement. I will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which I have accessed using an Electronic Check Transaction, the ATMs, POS terminals, Money Maestro Audio Response Service, Bill Pay, or Personal

Computer Electronic Banking, which will show the calendar date that I initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. I will get a statement at least quarterly.

3. Bill Pay or Personal Computer Electronic Banking Transaction. I may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. I may also subsequently contact you to request a paper receipt for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to your Schedule of Fees and Services Charges.

## MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING.

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

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

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

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

These limitations on liability do not apply to transactions that take place using my MasterMoney Debit Card on the MasterCard network system. In such cases, I understand that MasterCard Operating Regulations provide for \$0 liability for losses from unauthorized (fraudulent) activity. This does not apply to ATM transactions using my PIN. These limitations also may not apply if you determine that I was grossly negligent or fraudulent in handling my Account or Card.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF AN UNAUTHORIZED TRANSACTION. If I believe my Card(s), PIN(s) or check(s) has been lost or stolen or that someone will or may use it to transfer money from my Account(s) without my permission, I must telephone you at: (323) 462-6477, or after business hours for a MasterMoney Debit Card at (800) 754-4128, or write you at: Musicians' Interguild Credit Union, P.O. Box 38610, Hollywood, CA 90038-0610.

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

**SECURITY.** If my PIN is entered three (3) times incorrectly, I understand that my Card may be deactivated for the next twenty-four hours.

BUSINESS ACCOUNTS. I understand that the Section entitled "My Liability for Unauthorized Transactions and Advisability of Prompt Reporting" in this Section of this Agreement as well as the Section entitled "In Case of Errors or Questions About My Electronic Services Transactions" and the provisions related to error resolution and limitations on liability on the back of periodic statements, do not apply to business accounts or to accounts that are not used primarily for personal, family, or household purposes ("Business Accounts"). The following error resolution and limitations on liability apply to Business Accounts:

I agree to notify you immediately if I discover: (a) any error or discrepancy between my records and the information you provide to me about my Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of any PIN; or (d) other problems related to the Services. I must send you a written notice of any discrepancy or other problem, including a statement of the relevant facts, within fourteen (14) days from the date I first discover the problem or receive information reflecting the problem, whichever occurs first. If I notify you within fourteen (14) days from the date I first discover the problem or receive information reflecting the problem, whichever occurs first, I will not be responsible for the amount of the transaction. If I fail to notify you within fourteen (14) days, I agree that, in addition to any other limitations on your liability: (a) in the case of an erroneous funds transfer, I will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from my failure to give you such notice or that might have been prevented by my giving you such notice; and (b) in the case of an unauthorized funds transfer, you will not be liable for any loss of interest that results from my failure to give you such notice or which might have been prevented by my giving you such notice.

IN NO EVENT WILL YOU BE LIABLE FOR ANY LOST REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO ANY TRANSACTION GOVERNED BY THIS AGREEMENT, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGULATION "D" RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS. Any combination of preauthorized, automatic or telephone withdrawals or transfers from Share Accounts are limited to no more than six (6) transfers in each calendar month.

However, I may make an unlimited number of withdrawals from or transfers among my own Share Accounts by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Share Accounts through the Credit Union's Money Maestro Audio Response Service, Personal Computer Electronic Banking, or by telephone if I request that you send me a check. Transfers or withdrawals in excess of the above limitations will not be honored.

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

#### **ACH AND WIRE TRANSFERS**

This Agreement and Disclosure is subject to Article 4A of the Uniform Commercial Code—Funds Transfers as adopted in the

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

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

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

CHOICE OF LAW DISCLOSURE. You may accept on my behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and my rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account.

I understand that the Credit Union does not make any warranties 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. The Credit Union is not responsible for any loss, injury, or damages, whether direct, indirect, special, or consequential, caused by the 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 my personal computer hardware, software, or other equipment.

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