

Electronic Fund Transfers Disclosure and Agreement



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This EFT Disclosure and Agreement as amended from time to time (“Agreement”) sets forth the terms and conditions governing the use of the Meriwest Credit Union electronic transfer services. Disclosure information that applies to all electronic services offered by Meriwest Credit Union is given below, followed by specific disclosure information for each service. Meriwest Credit Union may also provide remittance transfers (defined by Regulation E, subpart B, as an “electronic transfer of funds of more than \$15 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider”). The terms and conditions for such electronic transfers will be disclosed to you separately when you receive those services, and may differ from the terms and conditions disclosed herein. As applicable, and to the extent not in conflict with such separately provided disclosures, the terms and conditions herein shall apply to remittance transfers that also meet the definition of an “electronic fund transfer” under Regulation E, subpart A. This Agreement takes the place of all prior agreements and disclosures governing the use of all electronic services. By retaining, using, or allowing others to use the electronic services offered by Meriwest Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. In this Agreement, the term “you” and “your(s)” refer to the member, and the terms “we,” “us” and “our(s)” refer to Meriwest Credit Union.



GENERAL DISCLOSURES AND AGREEMENT APPLICABLE TO ALL ELECTRONIC FUND TRANSFER (“EFT”) AND ELECTRONIC SERVICES

This Agreement sets forth the terms and conditions governing Electronic Fund Transfers. Electronic Fund Transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, Automated Teller Machines (ATMs) and MasterCard Debit Card. Your acceptance, retention, or use of an ATM Card, MasterCard Debit Card, Personal Identification Number (PIN) or other EFT hereunder constitutes an agreement between us and you as described below.

These disclosures are given by us in compliance with the Electronic Fund 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 for use of the electronic services described in this Agreement.

At the present time, we offer the following electronic services:

- 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) EFT services at Credit Union-owned (proprietary) ATMs and on Shared Network ATMs such as the CO-OP Network, MasterCard, STAR, and such other systems as may be added from time to time;
- MasterCard Credit Card cash advances at ATMs on the MasterCard network;
- Online Banking (Meriwest Online) and Mobile Banking (Mobile-Meriwest);
- MasterCard Debit Card (including PIN and signature based transactions);
- Automated Account Information Service (“AAIS”) Audio Response Service, Electronic Telephone Banking;
- Electronic Check Transactions; and
- Transactions at a Point-of-Sale (POS) terminal whether or not an access device is used.

General disclosures applicable to all electronic services offered by us are given below, with certain specific disclosure information for each service following in separate sections. Your use of the electronic services is subject to our approval.

BUSINESS DAY DISCLOSURE

Our business days are Monday through Friday, except federal holidays. Branch hours and holiday schedules may be obtained through our website (www.meriwest.com) or by contacting us at (877) MERIWEST (877-637-4937). Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Meriwest Online, Mobile-Meriwest, and the Bill Payer Service (Bill Payer) are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in the following circumstances:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency, court order, or any legal process; or
4. If you give us permission in writing.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

1. Terminal Transfers. In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us. Federal law provides that a receipt need not be made available to you if the amount of the transfer initiated at an electronic terminal is \$15 or less.

2. Periodic Statements. You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

3. Online Banking Transactions. You may print a record of any individual transaction conducted through Meriwest Online at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. A fee may be charged for such a paper copy as set forth in the *Fee Schedule*.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING

You are responsible for all transfers you authorize using the electronic services described in this Agreement. If you permit other persons to use your MasterCard Debit Card, or PIN, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your MasterCard Debit Card, or your MasterCard Debit Card PIN or Meriwest Online PIN (collectively "Card(s) and/or PIN(s)") have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. 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, if you have one). However, if you believe your Card(s) and/or PIN(s) have 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 if someone used your Card(s) and/or PIN(s) to access your account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card(s) and/or PIN(s) and we can prove we could have stopped someone from using your Card(s) and/or PIN(s) without your permission if you had told us, you could lose as much as \$500.

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

1. Special Notice to MasterCard Debit Card Cardholders. If you are using a MasterCard Debit Card for transactions that take place on the MasterCard network system, you understand that MasterCard Operating Regulations provide for \$0 liability ("Zero Liability") for losses from unauthorized (fraudulent) activity, provided that: (1) you can demonstrate that you exercised reasonable care in safeguarding your card from the risk of loss or theft; and (2) upon becoming aware of a loss or threat, you promptly report the loss or theft to us. Zero Liability does NOT apply to ATM transactions using your PIN outside the U.S. Zero Liability also will not apply to MasterCard Debit Cards issued outside the U.S. or to MasterCard commercial cards. You must provide us with a written statement regarding any claim of unauthorized MasterCard Debit Card transactions.

If you notify us of unauthorized transactions which were processed through MasterCard (this does not include cash withdrawals at an ATM using your MasterCard Debit Card), we will provide provisional credit to your account within five (5) business days of the notification. If you tell us orally, we will require that you send us your complaint in writing within ten (10) business days. We will not credit your account until your written, signed complaint is received. "Unauthorized" means the use of your MasterCard Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use and from which you receive no benefit.

2. How to Notify the Credit Union in the Event of an Unauthorized Transaction. If you believe your Card(s) and/or PIN(s) have been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us Toll Free at: (877) MERIWEST (877-637-4937) or write us at: Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123.

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

3. In case of errors or questions about your electronic services transactions. In case of errors or questions about your electronic services transactions, telephone us Toll Free at: (877) MERIWEST (877-637-4937), or write to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123 as soon as you can, if you think your periodic statement or receipt is wrong or if you need more information about a transaction listed on your periodic statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST periodic statement on which the problem or error appeared. You must:

- a. Tell us your name and account number;
- b. 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; and
- c. 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 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 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, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. Your account is considered a "new account" for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

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. If we provisionally credited your account, we will reverse the provisional credit and notify you of the date we reversed the credit and the amount of the debit. You may ask for copies of the documents that we used in our investigation.

In accordance with MasterCard Operating Regulations, you will receive provisional credit for MasterCard Debit Card losses for unauthorized use within five (5) business days after you have notified us of the loss. However, please refer to the "Additional Disclosures Applicable to PIN-Less MasterCard Debit Card Transactions" section for further details regarding MasterCard Debit Card transactions initiated through a non-MasterCard debit network.

You also understand and agree that it is your responsibility to carefully review each receipt or sales slip you receive when you conduct a MasterCard Debit Card transaction. In addition, you agree that, to the extent a MasterCard Debit Card transaction is initiated using your PIN or when you sign a sales slip, it is presumed that you authorized the transaction, and the amount thereof, because the authorization was initiated through your PIN or by your signature on the sales slip. In such event, you understand and agree that the burden is on you to conclusively prove that the use of your MasterCard Debit Card and/or the amount of the transaction was unauthorized.

4. Our Liability for Failure to Make or Complete Electronic Fund Transfers. If we do not properly complete an EFT to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

- a. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure, malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
- b. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to complete the transaction(s);
- c. The funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- d. We received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner);
- e. The ATM or network system was not working properly and you knew about this breakdown when you started the transaction;
- f. The ATM where you were conducting the transaction did not have enough cash or cash in the denominations you requested;
- g. Your MasterCard Debit Card, MasterCard Debit Card PIN, or Meriwest Online PIN you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the mechanical device cannot read the encoding strip, is inactive due to non-use, is retained by us due to your misuse or suspected fraudulent activities, is retained by us at your request, or your MasterCard Debit Card PIN, or Meriwest Online PIN has been repeatedly entered incorrectly;
- h. Our failure to complete the transaction or the placement of a block on your account is done to protect the security of your account and/or the electronic terminal system;
- i. You make an error in keying your deposit at an ATM or through the Online Banking system (and if you make such error, we are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
- j. The payee mishandles or delays a payment sent by the Bill Payer Service;
- k. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
- l. You have not provided our Bill Payer Service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment.

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if we cause an incorrect amount of funds to be debited from your account, or caused funds from your account to be transferred to a person or entity which does not comply with your bill 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 FORGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL 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, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

5. Personal Identification Numbers (PIN). You understand that you cannot use your MasterCard Debit Card at a MasterCard terminal, nor may you use Meriwest Online without the applicable identification number which we refer to as a PIN. You are responsible for the safekeeping of your PIN(s) provided by us or selected by you and for all transactions by use of a PIN. Your PIN(s) is confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PINs are disclosed to anyone other than the joint owner of your account. You understand and agree that you must change the PIN immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN. If you disclose your PIN(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed.

6. Fees for Electronic Fund Transfers. All fees associated with your EFTs are disclosed in our *Fee Schedule* and you agree to pay such charges as may be charged due to use of Electronic Funds Transfer services on your account(s). Any fees charged will be deducted from your checking or regular share account. The Credit Union reserves the right to impose fees at a future date after we give you notice of such charges as required by law.

If you have been issued an additional card (a MasterCard Debit Card) for a joint owner or authorized user on your account, any applicable transaction fees outlined in our *Fee Schedule* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

If you use an ATM that is not operated by us, you may be subject to additional fee(s) imposed by another financial institution, merchant and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by us.

7. Electronic Fund Transfer Limitations. On all savings accounts, we will allow you to make up to six (6) preauthorized, automatic, telephonic, audio response or internet transfers to another of your accounts or to the account of any other person or organization during each statement period. Your limit of six (6) preauthorized transfers includes those transactions where you order us to pay a person or organization from your account including Automated Clearing House (ACH) transactions. The date we use to determine the number of transactions is the date a transaction is posted to your account, rather than the date you initiate the transaction. If you exceed these limitations in any calendar month, we can refuse or reverse the transfer, close your account, and charge a fee as stated in the *Fee Schedule*. Transactions that are not covered by these limitations include (1) transfers from your account to pay a loan with us, and (2) transfers to your other accounts with us or withdrawals by check mailed directly to you, if the transfer or withdrawal is conducted in person, by mail or at an ATM.

Each transfer or payment through Meriwest Online from your savings account is counted as one of the six (6) limited transfers you are permitted each statement period. We recommend that you not use a savings account as your bill payment account because of these limits on transfers.

8. Verification. All transactions affected by use of ATMs, POS terminals, Electronic Check Transactions, Meriwest Online, or other electronic transaction contemplated hereunder which 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 an Electronic Check Transaction, the Card(s) and/or PIN(s), or as otherwise authorized under this Agreement.

9. Change in Terms. We may change the terms and charges for the services described in this Agreement and may amend, modify, add to, or delete from this Agreement from time to time. If you have an account with us through which EFTs are being processed, you will receive written notice of the change in terms at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law. Further, the Credit Union may, from time to time, revise or update the programs, electronic services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, electronic services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

10. Termination of Electronic Services. You may, by written request, terminate any of the electronic services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We reserve the right to terminate this Agreement and your access to the electronic services, in whole or in part, at any time and for any reason. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing as defined in our Member Conduct and Limitation of Services Policy. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your account(s) to cover any fees and other transfers and debits. If you ask us to terminate your account or your access to any of the electronic services, you will remain liable for subsequent transactions performed on your account. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination. Upon termination of this Agreement or the electronic services, the Credit Union will use commercially reasonable efforts to cancel any applicable account transactions you have previously authorized, but we make no guarantee that we will be able to do so. You will be solely responsible for any fees that apply to any such cancellation.

11. Notice and Communications. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through Meriwest Online if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current address. You agree to notify us promptly of any change of address. You may notify us in person at any of our offices, via Meriwest Online, or by sending a written and signed notice to Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, Attention: Operational Support Department.

12. Collections. You agree that we will be entitled to recover any money owed by you as a result of your use of, or the use of anyone you have provided with access to, any of our electronic services and you agree to repay any amounts which create an overdrawn balance on any of your accounts immediately upon demand. We have a security interest in your present and future deposits and have the right to apply such deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to collect money you owe, you agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing our rights under this Agreement.

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

14. Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement will 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.

15. No Waiver. The Credit Union can delay enforcing any provision under this Agreement any number of times without losing its right to enforce them at a later date.

16. Relationship to Other Disclosures. The information in this Agreement applies only to the electronic service transaction described herein. Provisions in other disclosure documents, as may be revised by us from time to time, continue to apply, except to the extent expressly modified by this Agreement.

17. Account Access. Your accounts, MasterCard Debit Card, and any other access device or method (including ACH and electronic check transactions) may not be used for any illegal activity or transaction. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You understand that you may not utilize your accounts, MasterCard Debit Card, 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 are not 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.

18. Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA). In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you do engage in an Internet gambling business and open a new account with us, and we subsequently identify your new account as an internet gambling business, we will ask that you provide evidence of your legal capacity to do so, and reserve the right to close the account based on our restriction to such transactions. Meriwest does not offer account(s), individual or business, for Internet Gambling purposes.

19. Recording of Phone Calls. You authorize us and our agents to record any phone call between you and us concerning the electronic services.

20. Assignment. You may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Agreement to independent contractors or other third parties.

21. Headings. Headings are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Agreement.

22. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT THE ELECTRONIC SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE ELECTRONIC SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ELECTRONIC SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ELECTRONIC SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ELECTRONIC SERVICES, THE ACCURACY OF ANY INFORMATION

RETRIEVED BY YOU FROM THE ACCOUNTS OR THAT THE ELECTRONIC SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR YOUR INABILITY TO USE THE ELECTRONIC SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY YOU FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE ELECTRONIC SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. Your Agreement to Indemnify Us. Except to the extent that the Credit Union is liable under the terms of this Agreement or another agreement governing the applicable account, you agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- any fraud, manipulation, or other breach of this Agreement by you;
- your violation of any law or rights of a third party; or
- the provision of the electronic services or use of the electronic services by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the electronic services by you or a joint account owner or other authorized person.

24. Attorneys' Fees. You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, skip tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

25. Consumer Reports. The Credit Union makes credit available to its members on a regular basis. The Applicant(s)/Account Holder(s) of the account authorizes the Credit Union to obtain consumer reports in connection with credit and business transactions involving the Applicant(s)/ Account Holder(s), including but not limited to applying for membership, the opening of a share or share/draft account or the issuance of an ATM card, Debit Card, or other service provided by the Credit Union, and the Applicant(s)/Account Holder(s) of the account authorize any person, association, or corporation to furnish on request of this Credit Union, information concerning the affairs of the Applicant(s)/Account Holder(s). The Applicant(s)/Account Holder(s) also authorize the Credit Union to furnish information concerning the account to consumer reporting agencies.

26. Copy Received. You acknowledge receipt of a copy of this Agreement.

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

If you have arranged to have preauthorized electronic deposits of your net paycheck (if available from your employer), payroll deductions, pension checks, or federal recurring payments (for example, Social Security payments), the following information applies to you:

- 1. Account Access.** Preauthorized deposits may be made only to your checking or savings accounts.
- 2. Notification of Preauthorized Deposits.** If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us Toll Free at (877) MERIWEST (877-637-4937) and we will advise you whether or not the preauthorized deposit has been made. You may also use Meriwest Online to confirm whether or not the deposit has been made.
- 3. Documentation of Preauthorized Deposits.** You 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 funds service you have with us is preauthorized deposits, then we reserve the right to send you a quarterly statement only.
- 4. Direct Deposits.** If, in connection with a direct deposit plan, we deposit any amount in an account which we are later required to return to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES

If you have requested a preauthorized payment to a third party from any Credit Union account, the following applies to you:

- 1. Account Access.** Preauthorized payments may be made from your checking account(s) only.

If your preauthorized payment due date is scheduled to occur on a non-business day it will be sent out the next business day.

2. Right to Receive Documentation of Preauthorized Payment.

- **Initial Authorization:** You can get copies of the preauthorized payment documentation from the party receiving the payment at the time you give them the initial authorization.
- **Notice of Varying Amount:** If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each such payment when it will be made and how much it will be. You may agree with the party 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 you set.
- **Periodic Statement:** You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made.

3. Right to Stop Preauthorized Payment. If you want to stop a preauthorized payment or revoke a preauthorized payment authorization, you must call us at (877) 637-4937, or write to us at Meriwest Credit Union, 5615 Chesbro Avenue, San Jose, CA 95123, in time for us to receive your stop payment request no less than three (3) business days or more before the next payment from your account is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. An oral request to stop payment ceases to be binding after fourteen (14) days if you have not provided us with any required written confirmation of your request. We will charge you for each stop payment order you give pursuant to our current *Fee Schedule*. Such stop payment request will apply only to that particular payment. If you have given us a request to cancel the entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

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

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

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

1. Types of Available Transactions. You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

You may make such a payment via ACH where you 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 you have provided the merchant or payee with the routing, account, and serial numbers by telephone or via the Internet to make a payment or a purchase.

2. Account Access. Electronic Check Transactions may be made from your checking account only.

3. Limitations on Dollar Amounts of Transactions. You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

ADDITIONAL DISCLOSURES APPLICABLE TO "AUTOMATED ACCOUNT INFORMATION SERVICE" ("AAIS") AUDIO RESPONSE SERVICES

AAIS Audio Response Service is a telephone banking service that allows you to perform monetary transactions and account balance inquiries without assistance from our staff. You will actually "talk" directly with our computer through the use of a touch-tone phone. Audio Response Service is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties.

1. Audio Response Service Personal Identification Number (PIN). Before you can use Audio Response Service and conduct your first transaction, you must create a personal identification number (PIN) by completing the authentication process within the service. You are responsible for the safekeeping of your Audio Response Service PIN, or as changed by you, and for all transactions made by use of the Audio Response Service. If you forget your PIN, you may contact us at (877) MERIWEST or (877) 637-4937 so we may assist you in obtaining a new PIN.

You must notify us immediately by phone and send written confirmation if your Audio Response Service PIN is disclosed to anyone other than any joint owner of your account. You understand and agree that you must change your Audio Response Service PIN immediately to prevent transactions on your account if anyone not authorized by you has access to your Audio Response Service PIN. If you disclose your Audio Response Service PIN to anyone, however, you understand that you have given them access to your account(s) via the Audio Response Service and that you are responsible for any such transactions. You further understand that your Audio Response Service PIN is not transferable and you will not disclose your Audio Response Service PIN or permit any unauthorized use thereof. If the wrong PIN is entered three (3) times consecutively, your access to Audio Response Service will be restricted and you will need to contact us to restore access. We are authorized to act on any instructions received under your Audio Response Service PIN.

2. Types of Available Transactions. You may use Audio Response Service to:

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Request a check withdrawal from your share/savings, share draft/checking, or Line of Credit (except from IRAs or from the principal of a Term Share Certificate Account);
- Transfer funds between your share/savings, share draft/checking, or Line of Credit account;
- Access your Line of Credit account to request loan advances;
- Obtain year-to-date tax information, dividends, interest and IRA contributions; and
- Make loan payments.

All payments and deposits are subject to later verification by us. We may offer additional services in the future and, if so, you will be notified of them.

3. Limitations on Frequency and Dollar Amount of Transactions. Account withdrawals to you through Audio Response Service are unlimited to the extent you have funds available in your account(s), or available credit from your Line of Credit account, and there are no dollar limitations on transfers. However, the frequency of telephone transfers is limited pursuant to Regulation D restrictions as disclosed in this Agreement.

For security reasons, in the event your Audio Response Service PIN is lost or stolen there may be restrictions on transactions you can conduct using the Audio Response Service.

4. Withdrawal Checks. Credit Union checks are prepared for withdrawals requested using Audio Response Service. We will mail these checks to you at your last address of record. Checks requested before 3:00 p.m. Pacific Time on any business days will be mailed on the same day. Transactions completed after 3:00 p.m. Pacific Time on any business day will not be mailed until the following business day.

ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING, MOBILE BANKING AND THE BILL PAYER SERVICES

Online Banking is our electronic banking service that allows access to your accounts without assistance from our staff by using our Internet website and your Online Banking PIN. We refer to our Online Banking system as Meriwest Online. The Meriwest Online system is available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties. Mobile-Meriwest is a mobile version of Meriwest Online. Most smart phones and web-enabled devices can log into Mobile-Meriwest at www.meriwest.com. Apps are also available for download through the Android Marketplace® and Apple App Store®. Meriwest Online registration is required to access Mobile-Meriwest. The Bill Payer Service is an electronic method of paying bills. We refer to the Bill Payer Service as Bill Payer. You must have a checking account with us to use this service. If you would like to take advantage of these online services, visit our website and enroll with your eligible Credit Union accounts. Additional disclosures and specific terms and conditions for using Meriwest Online and Bill Payer will be provided when you enroll.

ADDITIONAL DISCLOSURES APPLICABLE TO MASTERCARD DEBIT CARDS

The disclosures in this section apply to the use of your MasterCard Debit Card to conduct EFTs, including, but not limited to, use of the MasterCard Debit Card at ATMs and POS terminals. By use of your MasterCard Debit Card at a participating POS terminal, you authorize us to make withdrawals from your checking account for cash advances and/or purchases. Access to ATMs is through the use of a MasterCard Debit Card and a PIN.

1. Account Access. You may use your MasterCard Debit Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the MasterCard Debit Card and/or to pay for purchases. However, we are not responsible for the refusal or inability of any ATM or POS terminal, merchant, or financial institution to honor the MasterCard Debit Card, to complete a transaction, or for their retention of the MasterCard Debit Card. You understand that your MasterCard Debit Card is not a credit card and does not provide "credit" which means that you may not defer payment of MasterCard Debit Card transactions.

2. Types of Available ATM Transactions. Transaction types and services may be limited on certain ATMs on the systems which we do not own (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an invalid transaction.

You can use your MasterCard Debit Card to perform the following ATM transactions:

- Make deposits to your savings or checking account at our proprietary ATMs (and some designated CO-OP Network ATMs).
- Withdraw cash from your share/savings, money market, share draft/checking and loan accounts.
- Transfer funds between your share/savings, share draft checking, and loan accounts.
- Make balance inquiries at our proprietary ATMs (and some shared network ATMs).
- Make loan payments by transfer of funds from your share/savings or share draft/checking account at our proprietary ATMs (and some shared network ATMs).

We may offer additional ATM services in the future and, if so, you will be notified of them.

Unless otherwise noted, the above services are generally available at ATMs on the CO-OP Network and shared network systems.

Services, however, may be restricted on certain ATMs on the systems which we do not own. In such case, the Shared Network ATMs may refuse an attempted transaction.

3. Deposits. You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of business each day will be deemed to have occurred on our next business day.

4. ATM Transaction Fees. You understand that withdrawals from network ATMs may be subject to Credit Union fees as disclosed in the *Fee Schedule*. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and/or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Any fees charged will be deducted from your checking or savings account.

5. ATM Transaction Limitations. You understand and agree that you may use your Card at ATMs, using your PIN, to conduct cash withdrawals up to our maximum daily dollar amount limit, based on your relationship with us. For the Classic and Prime Relationship Advantage Levels, you may make ATM cash withdrawals up to a maximum of \$500 each day, as long as your available balance will cover the transaction. For the Premium, Elite, and Homeowner Advantage Relationship Advantage Levels, you may make ATM cash withdrawals up to a maximum of \$750 each day, as long as your available balance will cover the transaction. For purposes of the daily limits only, a “day” is defined as the twenty-four (24) hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when we receive it. Notwithstanding the foregoing, you understand that withdrawal limitations may vary between shared networks and individual ATMs. In addition, we reserve the right to adjust your maximum per day cash disbursement levels, from time to time, at our sole discretion.

Minimum withdrawal amounts and increment amounts may vary depending on the shared network or ATM you access. For example, the minimum withdrawal and increment amount on some shared network machines is generally \$20. For security reasons, in the event your MasterCard Debit Card or PIN is lost or stolen, there may be restrictions on transactions you can make at the ATMs.

6. Authorization Holds for MasterCard Debit Card Transactions. When you use your MasterCard Debit Card to pay for goods or services, the merchant may seek our prior authorization for the transaction, at which time we will generally place a hold on some or all of the funds in your account for up to three (3) business days or until the transaction is paid from your account.

7. Optional Overdraft Protection Plans. You understand that you can authorize us to link your MasterCard Debit Card to an overdraft protection source, including, but not limited to, a savings account, to fund any overdrafts on your checking account.

8. Authorized Use – MasterCard Debit Card and PIN. Both the MasterCard Debit Card and a PIN will be required each time you use an ATM, engage in a POS or other EFT. You agree to memorize your PIN and you will not write it on the MasterCard Debit Card(s). If you forget the PIN, you may contact us and we will issue a Replacement PIN for which there may be a Replacement PIN fee, as stated in our current *Fee Schedule*. You must observe the following conditions for both the privacy and protection of your account and the system:

- YOU MUST KEEP YOUR MASTERCARD DEBIT CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
- YOU MUST NOT TELL ANY UNAUTHORIZED PERSON YOUR PIN OR WRITE YOUR PIN ON YOUR MASTERCARD DEBIT CARD (OR ANY PLACE) OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
- YOU MUST TELL US IMMEDIATELY OF ANY LOSS OR THEFT OF YOUR MASTERCARD DEBIT CARD AND/OR PIN;
- IF YOU AUTHORIZE US TO ISSUE A MASTERCARD DEBIT CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE MASTERCARD DEBIT CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE MASTERCARD DEBIT CARD;
- IF YOU GIVE YOUR MASTERCARD DEBIT CARD OR PIN TO ANYONE, ANY WITHDRAWAL OR TRANSFER BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY YOU, EVEN IF THEY EXCEED YOUR AUTHORITY.

9. Safety at the ATM. You understand that you should use caution at all times when using an ATM. Some precautions you can take are: (1) avoid ATMs that are obstructed from view or unlit at night; (2) observe the area for anything unusual or suspicious; (3) when possible, bring a companion along, especially at night; (4) lock your vehicle when you leave it; (5) have your MasterCard Debit Card in your hand as you approach the ATM and avoid reaching in your wallet or purse in front of the ATM; (6) avoid counting your cash at the ATM; (7) lock the doors, roll up all but the driver’s window, and keep the engine running when using a drive-up ATM; (8) prevent others from seeing you enter your PIN by using your body to shield their view; and (9) do not accept assistance from anyone you do not know when using an ATM. We want ATMs to be safe and convenient for you. Tell us if you know of any problem with the facility. For example, let us know if a light is not working or there is any damage to the facility. If you feel unsafe for any reason, you should leave the area immediately. If someone follows you after using the ATM, you should quickly go to a safe area that is well populated and well lit. You should report any incident to the police as soon as possible.

10. Ownership of the MasterCard Debit Card. You may request, one card, per account-owner, per product. The first two Debit Cards, per product, will be provided without a charge. The issuance of additional MasterCard Debit Cards (for account-owners only) will be subject to a Multiple Card Fee. If your MasterCard Debit Card is lost or stolen, you may also be charged a Replacement Card Fee. These fees are set forth in the *Fee Schedule*. The MasterCard Debit Card remains our property and you agree to surrender it to us upon demand. We may cancel, modify, or restrict the use of any MasterCard Debit Card upon proper notice or without notice if: (1) any of your accounts are overdrawn; (2) you use your MasterCard Debit Card in a manner which may cause a loss to us; (3) your account is inactive, which is

defined by us as an account that has had no member-initiated transaction activity for a period of 12 consecutive months; (4) any mail sent to your address is returned to us as undeliverable; (5) any e-mail sent to you by us is returned as undeliverable; (6) your account has one (1) or more NSF items or transactions; (7) we are aware that you have violated any term of this Agreement, whether or not we suffer a loss; or (8) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the MasterCard Debit Card through retrieval by any of the ATMs.

11. Inactive MasterCard Debit Card. Any MasterCard Debit Card that has not been activated and/or has been inactive for 12 consecutive months will be transferred to inactive (Blocked) status through the MasterCard Debit Card network. The MasterCard Debit Card, once transferred to inactive status, will not be renewed upon expiration. Should an attempt be made to use the inactive card, your transaction will be declined and if used at an ATM terminal, the card may be captured.

12. Making Electronic Funds Transactions. You agree to follow the instructions posted or otherwise given by us or any ATM network or POS terminal concerning use of the machine/terminal.

13. Point-of-Sale (POS) Transactions – Dollar Limitations. The following daily limits apply to POS transactions you conduct using your MasterCard Debit Card to the extent you have available funds in your checking account.

You understand and agree that you may use your MasterCard Debit Card for POS transactions up to our maximum daily dollar amount limit, based on your relationship with us. For the Classic and Prime Relationship Advantage Levels, you may conduct POS transactions totaling up to a maximum of \$3,000 each day, as long as your available balance will cover the transactions. For the Premium, Elite, and Homeowner Advantage Relationship Advantage Levels, you may conduct POS transactions totaling up to a maximum of \$5,000 each day, as long as your available balance will cover the transactions. At your request, we may make an exception to the dollar limits for each twenty-four (24) hour period on MasterCard Debit Card transactions to accommodate a single transaction in excess of such limit, provided your available checking account balance will cover the transaction.

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

14. Returns and Adjustments (MasterCard Debit Card). Merchants and others who honor MasterCard Debit Cards may give credit for returns or adjustments, and they will do so by sending us a credit slip that we will post to your checking account.

15. Foreign Transactions (MasterCard Debit Card). Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the MasterCard operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) 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 (2) the government-mandated rate in effect for the applicable central processing date, plus a (1.1%) fee charged by the issuer. The rate in effect on the applicable processing date may differ from the rate on the date you used your MasterCard Debit Card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference. The Credit Union does not presently charge a fee for purchases or cash advances outside of the United States or in a foreign currency. However, we reserve the right to charge a fee for such purchases or cash advances at a future time.

16. Card Claims and Transaction Questions. When you authorize other parties to debit your checking account, you are responsible for these transactions. Thus, you will have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your MasterCard Debit Card must be resolved by you directly with the merchant or seller who accepted the MasterCard Debit Card. You understand that we will not be able to help you because we only have the information received from the third party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the transaction, unless otherwise permitted by law. You are not permitted to stop payment on any purchase through the use of your MasterCard Debit Card.

ADDITIONAL DISCLOSURES APPLICABLE TO MASTERCARD PIN-LESS DEBIT CARD TRANSACTIONS

We allow non-MasterCard debit transaction processing. This means you may use your MasterCard Debit Card on a non-MasterCard network (also known as a PIN-Debit Network) without using a PIN to authenticate your transactions. MasterCard Operating Regulations generally define a PIN-Debit Network as a non-MasterCard debit network that typically authenticates transactions by use of a PIN, but that is not generally known for having a card program.

There are two types of authenticated transactions when using a debit card: PIN and signature. In a PIN-based debit card transaction, a cardholder enters a PIN to authorize the transaction. In a signature-based debit card transaction, a cardholder signs a receipt. You may choose to purchase goods and services with your Debit Card through a PIN-Debit Network without the requirement of entering your PIN. There are a number of different non-MasterCard debit networks that a merchant may use that support PIN-less transactions.

Examples of PIN-less debit transactions include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of your PIN.

You understand that the terms and conditions of your agreement with us relating to Debit Card transactions do not apply to PIN-Debit Network transactions. For example, the additional limits on liability (sometimes referred to as MasterCard's Zero Liability program), \$50 loss cap, chargeback and dispute resolution rules, and the streamlined error resolution procedures offered on Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

ADDITIONAL DISCLOSURES AND REGULATIONS APPLICABLE TO FUND (WIRE) TRANSFERS

Article 4A of the Uniform Commercial Code, as adopted by the State of California, Subpart B of Regulation J, as promulgated by the Board of Governors of the Federal Reserve, and Subpart B of Regulation E, as promulgated by the Consumer Financial Protection Bureau, are the laws and regulations that cover funds transfers. These funds transfers include but are not limited to transfers to or from accounts through the Federal Reserve Bank system by means of Fedwire, transfers through the Automated Clearing House ("ACH") that are subject to the applicable ACH rules or other fund transfer systems, and transfers between accounts at our different branches ("on us" transfers).

The foregoing laws and regulations are intended to establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. In this Funds Transfer Agreement ("Agreement"), the following words have the following meanings:

- "We," "us," "our," and "Credit Union" mean Meriwest Credit Union.
- "You," "your," and "yours" mean each person (whether one or more persons) who has a deposit account with Meriwest Credit Union and requests Meriwest Credit Union to send a funds transfer to a designated beneficiary.
- "Funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order.
- "Payment order" means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary, provided that (1) the instruction does not state a condition to payment to the beneficiary other than time of payment; (2) the receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from the sender; and (3) the instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.
- "Beneficiary" means the person to be paid by the beneficiary's bank.
- "Beneficiary's bank" means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the order.
- "Receiving bank" means the bank to which the sender's instruction is addressed, which for purposes of this Agreement, is the Credit Union.
- "Sender" means the person giving the instruction to the receiving bank.
- "Originator" means the sender of the first payment order in a funds transfer.
- "Fedwire" means the funds-transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by Subpart B of Regulation J of the Board of Governors of the Federal Reserve. Fedwire does not include the system for making ACH transfers.

This Agreement contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Agreement.

To the extent that the terms contained in this Agreement are different than those in any other agreement or terms of account, this Agreement will control and be deemed to modify such other agreements or terms of account. If any part of this Agreement is invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

1. Applicable Law. This Agreement applies to funds transfers as defined in Article 4A of the UCC, (Division 11 of the California Uniform Commercial Code), Subpart B of Regulation J of the Board of Governors of the Federal Reserve, and, for international funds transfers, Subpart B of Regulation E of the Consumer Financial Protection Bureau.

2. Acceptance of Funds Transfer Orders and Agreement. The Credit Union will accept funds transfer orders only if you have signed this Transfer Agreement, have sufficient available funds on deposit in the account to execute the payment order, and produce valid identification. Once you have signed this Agreement, the Credit Union will accept funds transfer requests from you in person, in writing or through Meriwest Online Banking, provided that our security procedures (described below) are followed. The Credit Union will not comply with any funds transfer instructions that are not in accordance with the terms of this Agreement or our security procedures.

3. Authorization to Initiate Funds Transfers. The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any joint account owner or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). Only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction authorized by you. The Credit Union shall have no liability for losses caused by your failure to notify the Credit Union of changes to your Authorized Agents.

4. Authorization to Charge Account. The Credit Union shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of a funds transfer request.

5. Service Fees and Charges. The Credit Union may charge a service fee for services relating to the sending or receiving of the funds transfer request. Please refer to our Fee Schedule for current funds transfer fees. If funds transfer instructions you provide are incorrect and the funds transfer is returned to us for any reason, you can provide us with the correct information that will permit us to execute the payment order again, but in such a case you will be charged an additional fee as set forth in our Fee Schedule.

6. Security Procedures. The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified at the time the payment order is requested of the security procedure(s), if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure(s) unless you notify the Credit Union in writing that you do not agree to the specified security procedure(s). In that event, the Credit Union will have no obligation to accept any payment order from you or other Authorized Agents on the account until you and the Credit Union agree, in writing, on an alternate security procedure. Provided the Credit Union complies with the security procedure(s) (or the security procedures as otherwise agreed, or as amended by us), you will be liable for payment of the transferred amount plus transfer fees, even if the transfer request was not actually transmitted or authorized by you. If the Credit Union does not follow the security procedure(s), but can prove the transfer request was originated by you or your Authorized Agent, you will still be liable for the transfer amount plus transfer fees. You authorize the Credit Union to record electronically or otherwise any telephone calls relating to any funds transfer under this Agreement.

7. Unauthorized or Improper ACH Debit Activity. You understand and agree that in case of unauthorized or improper ACH debit activity on your account, you must complete and sign our affidavit of unauthorized or improper ACH debit activity.

8. Funds Transfer Cut-Off Times. The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for funds transfers are as follows:

- Domestic - 2:00 p.m. Pacific Time, for same day processing, on each weekday that the Credit Union is open, excluding federal holidays.
- International - 11:30 a.m. Pacific Time, for same day processing, on each weekday that the Credit Union is open, excluding federal holidays. Funds transfer requests received after 11:30 a.m. and up to 3:30 p.m. Pacific Time, will be accepted for processing on the next weekday that the Credit Union is open, excluding federal holidays.

Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received for processing on the next weekday that the Credit Union is open, excluding federal holidays.

9. Right to Cancel or Amend a Domestic Funds Transfer Request. There is no right to cancel or amend a domestic funds transfer request after it is received by the Credit Union. The Credit Union may, at its option, attempt cancellation or amendment of a funds transfer request prior to the time that the Credit Union executes such transfer, but the Credit Union shall have no liability if the cancellation or amendment is not effectuated. In any event, we will not credit funds until we confirm the beneficiary has not received funds and any funds transmitted have been returned. We have no obligation to re-execute any rejected or returned funds transfer request. We will credit any account following return or rejection. Any credit may not be equal to the original amount of the funds transfer request due to, for example, transfer fees, our expenses, or expenses of other institutions. In addition, we will have no obligation to pay interest (or dividends) on any cancelled, returned, or rejected transfer order. You must notify the Credit Union immediately in person or by telephone for cancellations or amendments. All cancellations or amendments will be subject to the same identification procedures used when initiating a funds transfer request. Under no circumstances will the Credit Union be liable to you or any third party for cancellations or amendments acted upon by the Credit Union after execution of your original funds transfer request. You agree to reimburse the Credit Union for any costs, losses, or damages, including reasonable attorneys' fees, the Credit Union incurs in connection with your cancellation or amendment request.

10. Error Resolution and Cancellation Rights for International Funds Transfers. For international funds transfers, you will receive a notice regarding your error resolution and cancellation rights at the time you request the international funds transfer, but before you pay for the transfer. Generally, if you think there was an error in connection with your international funds transfer request, you must contact us within 180 days at (877) MERIWEST (877-637-4937) or write us at 5615 Chesbro Avenue, San Jose, CA 95123 as soon as you can. You may cancel an international funds transfer request within thirty (30) minutes of payment, unless the funds have been picked up or deposited.

11. Fedwire and Choice of Law. If you send or receive a wire transfer, Fedwire may be used. This means that your rights and obligations with respect to such transfers shall be governed by Regulation J, Subpart B - Funds Transfers through Fedwire. If you request a wire transfer to be sent to a beneficiary in a foreign country, your rights and liabilities pertaining to such wire transfer will also be governed by Subpart B of Regulation E of the Consumer Financial Protection Bureau. The Credit Union will be excused from delaying or failing to execute a funds transfer if it would result in the Credit Union's exceeding any limitation on its intra-day net funds position established through the Federal Reserve guidelines or if it would result in violating any present or future risk control program of the Federal Reserve or a rule or regulation of other governmental regulatory authorities.

12. Identification of Beneficiary. If you give the Credit Union a payment order which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying account number you provided the Credit Union.

13. Identification of Intermediary or Beneficiary's Bank. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, we may rely on the number as the proper identification even if it identifies a different person or institution than the named financial institution. This means that you will be responsible for any loss or expense incurred by us or any receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

14. Provisional ACH Payments. The Credit Union may, in its discretion, give you credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree that if the Credit Union does not receive such final settlement, it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

15. Notice of Receipt of ACH Payments. ACH transactions are governed by the operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements that the Credit Union provides.

16. Receipt of Incoming (Non-ACH) Funds Transfer. If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements that the Credit Union provides. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received. If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union will notify you of such rejection (including the reason given for rejection) by telephone, electronic message, or U.S. mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

17. Payment of Dividends (or Interest). If the Credit Union becomes obligated under Article 4A of the UCC to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the interest (dividend) rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made. Interest (or dividends) will begin accruing on the day the refund or re-credit is due.

18. Rejection of Funds Transfer Request. The Credit Union may, in its sole discretion, reject any funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that the Credit Union shall incur no liability to you or to third parties for any loss occasioned by the Credit Union's refusal to accept any funds transfer order.

19. Notice of Rejection of a Funds Transfer. In the event the Credit Union rejects any funds transfer request, the Credit Union shall provide notice of such rejection to you, or an Authorized Agent, orally or in writing by the end of the next business day that such funds transfer would otherwise have been executed by the Credit Union.

20. Funds Transfer to Foreign Country. For international funds transfers, you understand that the Credit Union is required to disclose the exchange rate to be used to effectuate the transfer. You understand and agree that there may be instances in which you request such funds to be delivered in a particular currency, but the funds are later converted into another currency due to facts that cannot be known by us. In such case, we will disclose the exchange rate based on your request, even if the funds are ultimately received in a different currency.

If you do not know the currency in which the funds will be received, or, if you request funds to be received in the currency in which the international funds transfer is funded, the Credit Union may assume that the currency in which funds will be received is the currency in which the funds transfer is funded.

You further understand and agree that if the Credit Union does not have specific knowledge regarding the currency in which the funds will be received, the Credit Union may rely on your representation as to the currency in which the funds will be received for purposes of determining whether an exchange rate is applied to the international funds transfer.

If an international funds transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign money credit, based on the then-current buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses incurred by the Credit Union. International funds transfers may be subject to delays, earlier cut-off times and charges imposed by other financial institutions, and/or changes in foreign currency exchange rates.

21. OFAC. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

22. Limitation of Liability. Except as expressly prohibited by applicable state and federal laws and regulations, including Subpart B of federal Regulation E, you understand and agree that the Credit Union will not be liable for any loss or liability arising from: (1) any unauthorized or erroneous transfer or interest thereon (including, but not limited to, fraudulent transfers and/or

a transfer which the Credit Union failed to abide by the agreed upon security procedures) which you fail to report to the Credit Union within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Credit Union's reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to the Credit Union by you or your authorized agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Credit Union's reasonable control, including, but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable law, the Credit Union's liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest (or dividends). **UNDER NO CIRCUMSTANCES SHALL THE CREDIT UNION BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, AND PUNITIVE OR SPECIAL DAMAGES THAT YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/ OR ANY FUNDS TRANSFER REQUEST.**

23. Impossibility of Performance. The Credit Union will not be liable for failure to comply with the terms of this Agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Credit Union.

24. Indemnification. You agree to indemnify, defend and hold harmless the Credit Union, its agents and employees against any loss, liability, or expense (including attorneys' fees) resulting from or arising out of any claim by any person in connection with any matters subject to this Agreement.

25. Terms of Agreement. The terms contained in this Agreement are in addition to the terms stated in the "Electronic Services Agreement and Disclosure" section of the Account Disclosure and Deposit Agreement. If any term of this Agreement is held to be invalid, illegal, or unenforceable, the other Agreement terms shall not be affected.

26. Change in Terms. Subject to applicable laws, the Credit Union may amend, modify, add to, or delete from this Agreement any of its terms and conditions at any time. You will be notified of any changes. By thereafter using or continuing to use the Credit Union's funds transfer services, you agree to such changes.

27. Termination. The Credit Union may terminate this Agreement at any time by giving written or oral notice to you. Unless terminated by the Credit Union, this Agreement shall remain in effect until the Credit Union receives written notice of termination from you and has been afforded a reasonable opportunity to act on such notice. You may not assign this Agreement to any other party.

28. Governing Law. Except as otherwise expressly provided by applicable law, this Agreement and all transactions initiated hereunder 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 to the contrary.



Federally insured by NCUA