



# Virtual Branch Services – Agreement and Disclosure

Email Communication | Telephone Banking | Internet Banking | Bill Pay Services | eStatement Services

Please Retain For Your Records

June 1, 2015

[www.sagafta.org](http://www.sagafta.org)

This Virtual Branch Agreement and Disclosure provides important information and the terms and conditions that govern the various Virtual Branch services offered by SAG-AFTRA Federal Credit Union. Included is information regarding Email Communication and specific agreements and disclosures governing our Telephone Banking, Internet Banking, Bill Pay and eStatement Services. **Please read it carefully and retain it for your reference.** The terms and conditions of our other agreements with you governing your Credit Union accounts affected and accessible by the various Virtual Branch services discussed in this Agreement and Disclosure are incorporated herein by this reference.

## **EMAIL COMMUNICATION**

You can communicate with us via email at [services@sagafta.org](mailto:services@sagafta.org). Email contact can be made through our website "Contact Us" link or simply by emailing us directly. Email transmissions sent through general or public email, including your Internet service provider and via our website "Contact Us" link are NOT secure. Therefore, you should never send us personal, financial or other sensitive information via email. Do not email us information such as your account number, social security number, birth date, User ID, Password or other Access Code, or specific account or transaction information. Also, be advised that we will NOT request or provide such information to you via email. We cannot act on transactional requests or instructions such as transfers, stop payments, requests for password changes or requests for additional Visa Debit/ATM cards or PINs or reports of lost or stolen cards or PINs sent by you to us via email. You cannot perform transactions on your account via email instruction. The Credit Union will not immediately receive and review email messages that you send to us and we reserve the right not to act on information or requests sent via email. We may require your written authorization, including your signature, before any action can be taken so that we can verify the authenticity of the request or instruction. The Credit Union can only take action based on these limited criteria and only once we have a reasonable opportunity to act. The best way to communicate with us regarding confidential personal and financial information or other sensitive information is to telephone us at (800) 826-6946 during our business hours of Monday thru Thursday, 8:00 a.m. to 5:00 p.m. or Fridays from 8:00 a.m. to 6:00 p.m. Pacific Time

In connection with opening your SAG-AFTRA Federal Credit Union account and at other times we will request your email address so that we have it for our records. Your email may also be requested for other services and is required when signing up for our eStatement Service. It is important that you keep your email address current with us. You can add or update your email address with us by signing onto our website Virtual Branch Internet Banking Service, selecting the "Update Email Address" link, and following the instructions.

## **eChecking Account**

As a requirement of the eChecking account you must be enrolled in eStatements at all times. If an email is returned back to the Credit Union as undeliverable, a \$2.95 fee will be assessed to the account and a 30-day notice letter will be sent to the address on file. This letter will require the member to update their contact information with a valid email. If the member fails to do so, the member's account will be converted to a Performance Checking. This conversion will take effect 30-days from the date of the letter to give the member ample time to act. Refer to the ESTATEMENT SERVICES section for more detail.

We may occasionally send you email containing information on products and services that we feel may be of interest to you. You can discontinue receipt of these emails at any time without removing your email address from our records by simply unsubscribing using the link located at the bottom of the email we send to you.

## **TELEPHONE BANKING**

This Telephone Banking Agreement and Disclosure sets forth the terms and conditions and informs you of your rights and responsibilities in connection with our telephone-accessible audio response electronic funds transfers service. In this Telephone Banking Agreement and Disclosure, the words "you" and "your" mean each person who uses any of the Telephone Banking services under this Agreement. The words "we", "us", "our" and "Credit Union" each mean SAG-AFTRA Federal Credit Union.

**WHAT IS THE TELEPHONE NUMBER AND WHEN IS IT AVAILABLE?** The Telephone Banking Service number is **(818) 260-0609 or (800) 392-9321**. You can call our Telephone Banking Service 24 hours a day, seven (7) days a week, including holidays. If for any reason the Telephone Banking Service is not available, the System will provide a message that it is unavailable at that time.

**ACCESS CODE AND SECURITY:** You have either been assigned or selected an Access Code so that you may access your accounts through the Telephone Banking Service. You are personally responsible for the confidentiality of your Access Code and all of your Telephone Banking transactions. If you disclose your Access Code to anyone, you understand that you have given that person access to your accounts by way of any touch-tone telephone and that you may be responsible for any subsequent transactions, subject to limitations provided by law. You must notify the Credit Union immediately and may be required to send written confirmation should your Access Code be disclosed to anyone other than a joint owner on your account. All transfer and withdrawal requests made by way of the Telephone Banking Service are binding on the Credit Union only after the Credit Union has verified that sufficient unencumbered funds are available to complete the transaction.

**ACCESS BY JOINT OWNER TO INDIVIDUALLY-HELD LOANS AND LINES:** If the account(s) accessible via the Telephone Banking Service is a joint account and the joint account owner has been provided access to the account by requesting the Telephone Banking Service and obtaining an Access Code or you have provided the joint account owner with your Access Code, you understand and agree that the joint account owner will have access to funds and information on loans and lines of credit established under the joint account structure for which they may not be a joint borrower or obligor. You understand that you will be liable for any transfers or advances against your individually-held loans/lines of credit requested by any joint account owner.

**FEES:** There is no fee for using the Telephone Banking Service.

**SERVICES, TYPES OF TRANSFERS AND LIMITATIONS:** The Telephone Banking Service, along with your account number and Access Code, may be used to:

- Inquire about account and loan balances, transaction activity and other information;
- Find out if a check you have written has cleared your account;
- Transfer funds between your savings, checking and money market accounts;
- Obtain your certificate account information;

- Make loan payments from your accounts and obtain loan payoff information;
- Request disbursement by check made payable to you from your savings, checking and money market accounts (**checks will be issued in the account owner name(s) and sent to the address as reflected on our records**); and,
- Obtain dividends earned and interest paid information.

**TRANSACTION LIMITATIONS – MINIMUM AND MAXIMUM AMOUNTS AND NUMBER OF TRANSFERS:** There is no minimum or maximum transfer **amount** on funds transfers to or from your savings, checking, money market and loan accounts, subject to the availability of funds and there are no limits on the number of transactions you can initiate on checking accounts; however there are limits on the **number** of transfers you can make from your savings and money market accounts, as follows:

**Limits on Savings and Money Market Account Transfers:** During any monthly statement period no member may make more than a total of **six (6)** transfers from any Regular Share (savings) Account to another of their credit union accounts by means of a preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request received via facsimile machine, transfer initiated through the Telephone Banking Service, or electronic transfer initiated through our Internet Banking Service (cumulatively). **No more than three (3) of the six (6) transfers may be made by check, draft, debit card / check card (POS), ACH debit, bill payment service, or similar order to a third party.** Transfers to make payments on loans with the Credit Union and transfers conducted at ATMs, in person, by mail or messenger, or through a night or lobby depository are **excluded** from this limitation. Also **excluded** is any transfer **into** the account and requests for a withdrawal of funds by check made payable to and mailed to the member. **These account limitations and restrictions are mandated by Federal law.**

If you attempt to exceed the transfer limitations set forth above in any calendar month the Telephone Banking Service will provide the response “Reg. D Limit Reached - Transaction Not Allowed” and you will not be permitted to initiate the requested transfer.

**BUSINESS AND PROCESSING DAYS:** For purposes of Telephone Banking transaction posting dates and dividend and interest accruals, business days and processing days are actual calendar days, Monday through Sunday 12:01 a.m. to 12:00 midnight, Pacific Time.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** You will not receive individual receipts for your individual transactions conducted via the Telephone Banking Service; however, you will get a monthly statement reflecting the Telephone Banking electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Telephone Banking Service activity information is included in your regularly scheduled account statement.

**YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS:** Tell us **AT ONCE** if you believe that your Access Code has been lost, stolen, or you believe that someone has transferred funds from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit (if any). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your PIN without your permission. **The Credit Union telephone number is (800) 826-6946 (Toll-Free). Our address is SAG-AFTRA Federal Credit Union, P.O. Box 11419 Burbank CA 91510.** If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Code, and we can prove the loss could have been prevented had you told us in time, you could lose as much as \$500.

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

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:** Call us or write us **immediately** at the telephone number or address described in the preceding section, if you think your statement is wrong (or shows transfers that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60-day period if we can prove that the loss could have been prevented had you told us in time. In your letter: (1) Tell us your name and account number; (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, (3) Tell us the dollar amount of the suspected error and the date it occurred.

If you notify us verbally, we may require you to send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within 10 business days, we may not recredit your account. If we determine there was no error, we will send you written explanation within three business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation.

**CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete an electronic funds transfer 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 example, if: (a) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (b) The transfer would exceed any permitted overdraft line you have with us; (c) Circumstances beyond our control (such as fire, flood, water damage, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (d) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (e) The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely; or, (f) The system was not working properly and you knew about the breakdown when you started the transfer. There may be other exceptions stated in our Agreement with you.

**CHANGES IN TERMS OR CONDITIONS:** This Telephone Banking Service Agreement and Disclosure is subject to change to conform to changes in federal regulation and/or SAG-AFTRA Federal Credit Union policy, including changes in terms, conditions and fees. If such change(s) result in increased liability to you, a reduction in the Telephone Banking services, or stricter limitations on the frequency or dollar amount of transfers, we will notify you at least twenty-one (21) calendar days before the effective date of such changes, or as otherwise permitted by law. Any notification, required or appropriate, will be mailed to you and will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears on our records.

**CANCELLATION OR TERMINATION:** You can cancel the Telephone Banking Service by telephoning us or sending your request in writing to us. The Credit Union may terminate your Telephone Banking Service and this Agreement: (a) If you or any person authorized to use your Access Code breach the terms of this Agreement; (b) If you terminate your membership with the Credit Union; (c) If you notify us to cancel your Telephone Banking Service; (d) If the Credit Union has reason to believe that an unauthorized person has used or is about to use your Access Code; or, (e) If, with or without cause, the Credit Union notifies you that this Agreement has been or is about to be terminated. Termination of this Telephone Banking Service Agreement and Disclosure will not affect your rights and responsibilities under this Agreement for transactions initiated before termination.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to generate your periodic account statement; (4) In order to comply with government agency or court orders; or, (5) If you give us your permission.

**GOVERNING LAW:** This Agreement and Disclosure shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflicts of laws provisions.

## **INTERNET BANKING**

This Internet Banking Agreement and Disclosure specifically governs the SAG-AFTRA Federal Credit Union Internet Banking Service and contains your and our rights and responsibilities and the terms and conditions under which this service is provided. Please read this Agreement and Disclosure carefully and retain it for your records. In this Agreement and Disclosure, the words "you", "your" and "yours" mean each and every one of you who utilizes the Internet Banking Service. The words "we", "us", "our" and "Credit Union" each mean SAG-AFTRA Federal Credit Union. By initiating inquiries and/or funds transfers through the SAG-AFTRA Federal Credit Union Internet Banking Service, or by permitting another to use the Internet Banking Service on your behalf, you acknowledge receipt of this Internet Banking Agreement and Disclosure and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions contained in our other agreements with you governing your checking, savings, and loan accounts accessible in connection with this service. You further agree to follow all instructions provided by our Internet Banking Service as reflected on your computer monitor or other system access screen.

**SERVICES:** You can access your Credit Union accounts and process transactions 24 hours a day, seven (7) days a week. Through Internet Banking you can:

- Inquire, review and download account balance and transaction history information on your savings, checking, certificates, home equity line of credit, and other loan accounts (*excluding mortgage loans that are serviced by Varris Mortgage*);
- View your paid checks online;
- Transfer available funds between your savings, checking and money market accounts;
- Make payments to your loans and home equity line of credit via transfer from your other credit union accounts;
- Obtain advances from your home equity line of credit account and transfer the funds to your other credit union accounts;
- Perform funds transfers to your other credit union accounts (***you must complete a Cross Account Transfer form and we must specifically set up this capability in order to perform this function***);
- Place a stop payment on your check (**fees apply**);
- Receive your account statements online with our eStatement Service (***You must specifically enroll in the eStatement Service once you have enrolled in Internet Banking - see the eStatement Service Agreement and Disclosure below.***);
- Pay bills electronically through the Bill Pay Service feature of Internet Banking. (***You must specifically enroll in the Bill Pay Service once you have enrolled in Internet Banking - See the Bill Pay Service Agreement and Disclosure below.***)

In addition, you can:

- **Email Us** - Email questions and comments to us.
- **Customize** - Change your User ID and Password and your email address registered with us.
- **Obtain Help** - Help provides additional information about how to use the Internet Banking Service.

**HARDWARE/SOFTWARE REQUIREMENTS:** To access our Internet Banking, Bill Pay and eStatement services you can use a Personal Computer (PC) running any current version of Windows at or above Windows 98 (for added security Windows 2000 and up are recommended). Apple Macintosh computers can also be used running OS versions 8.6 or higher (OS X and newer recommended). Supported browsers include Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 6.1 or higher, Safari 1.2 or higher, or Firefox 1.0 or higher. Web enabled browsers must include 128 bit encryption technology. Other browsers may be used but are not supported.

**FEES AND CHARGES:** There is no fee for SAG-AFTRA Federal Credit Union's Internet Banking Service. However, you are solely responsible for the payment of any Internet Service Provider and telephone and utility company charges incurred in connection with accessing the Internet Banking Service. There is a fee of \$10 to place a Stop Payment on a check using Internet Banking. Also, there may be fees and charges related to the Bill Pay Service feature of Internet Banking if used by you. Refer to the Bill Pay Service Agreement and Disclosure "Fees and Charges" section for further information.

**ACCESS CODES, SECURITY AND CONFIDENTIALITY:** You will be provided with an initial User ID and Password when you request our Internet Banking Service. At the time of your first login to the Internet Banking Service you will be required to change the initial User ID and Password to those specifically selected by you before you can continue use of the Internet Banking Service. For purposes of this and other sections of this Internet Banking Agreement and Disclosure the words "Access Codes" shall mean your User ID and Password.

Access Codes are required for security purposes in connection with access to the Internet Banking Service, access to your accounts, and the authentication of transfers and payments you initiate through the Internet Banking Service. Your Access Codes are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Access Codes. You agree not to disclose or otherwise make your Access Codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Access Codes, that authority shall continue until you specifically revoke such authority by changing the Access Codes or by notifying the Credit Union and obtaining replacement Access Codes. You understand that if you reveal your Access Codes to anyone, or request that the Credit Union issue Access Codes to anyone else, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Access Codes, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of the Internet Banking Service.

If you fail to maintain security of your Access Codes and the Credit Union suffers a loss, we reserve the right to terminate your Internet Banking Services under this Agreement and Disclosure as well as other Credit Union deposit and loan services. Users of our Internet Banking Service should utilize such other Access Codes protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. Our Internet Banking Service provides the capability for you to change your Access Codes. To help safeguard your Internet Banking Service security, you should change your Access Codes frequently. **If you forget your Access Codes or your system access is disabled due to the use of an incorrect Access Code, you must contact the Credit Union at (818) 562-3400 or (800) 826-6946 (toll-free) to have temporary Access Codes issued to you. We reserve the right to require written re-application for new or replacement Access Codes.**

**ACCESS BY JOINT OWNER TO INDIVIDUALLY-HELD LOANS AND LINES:** If the account(s) accessible via the Internet Banking Service is a joint account and the joint account owner has been provided access to the account by requesting the Internet Banking Service and obtaining a User ID and Password (herein referred to as the "Access Codes") or you have provided the joint account owner with your Access Code, you understand and agree that the joint account owner will have access to funds and information on loans and lines of credit established under the joint account structure for which they may not be a joint borrower or obligor. You understand that you will be liable for any transfers or advances against your individually-held loans/lines of credit requested by any joint account owner.

**BUSINESS AND PROCESSING DAYS:** For purposes of Internet Banking transaction posting dates and dividend and interest accruals, business days and processing days are actual calendar days, Monday through Sunday 12:01 a.m. to 12:00 midnight, Pacific Time.

**TRANSACTION LIMITATIONS - REGULATION D:** During any monthly statement period no member may make more than a total of **SIX (6)** transfers from any Regular Share (savings) Account to another of their credit union accounts by means of a preauthorized electronic funds transfer, automatic transfer, overdraft protection transfer, telephone order or instruction, request received via facsimile machine, transfer initiated through our Telephone Banking Service, or electronic transfer initiated through our Internet Banking Service (cumulatively).

However, transfers to make payments on loans with the Credit Union and transfers conducted at ATMs, in person, by mail or messenger, or through a night or lobby depository are **excluded** from this limitation. Also **excluded** is any transfer **into** the account and requests for a withdrawal of funds by check made payable to and mailed to the member. **These account limitations and restrictions are mandated by Federal law.**

**VIEW YOUR PAID CHECKS ONLINE:** You can view copies of your paid checks online when accessing your checking account history. Simply "click" on the check number to view the front and back of paid checks. If your check has been converted to an ACH Debit by the merchant you will not be able to view your check.

**TRANSFERRING FUNDS AND MAKING LOAN PAYMENTS:** Simply follow the instructions on our Internet Banking Service website to transfer funds and to make loan payments.

**RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS:** A Stop Payment order cannot be placed once an Internet Banking transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via Internet Banking when made as transfer/payments to loan accounts. Contact the Credit Union if you require reversal of these transactions or need additional assistance.) For further information on placing stop payments on bill payment transfers before payment is made, refer to the Bill Pay Service Agreement.

**PLACING STOP PAYMENTS ON CHECKS YOU WRITE:** You can place a Stop Payment on a check you have written from your Checking Account or Money Market Account using the "Stop a Check" option under the "Check Options" section of Internet Banking. You can also place a Stop Payment on a range of check numbers (for example, if you lost your checkbook). The fee for placing a Stop Payment via our Internet Banking Service is **\$10.00**. **All Stop Payment Orders are effective for six (6) months** from the date received/acknowledged by the Internet Banking Service system, unless otherwise canceled or renewed by you.

**CROSS ACCOUNT TRANSFERS:** Cross Account Transfer capabilities can only be established on Credit Union accounts for which you are an account owner (a legal owner on the account). The Credit Union must set up your capability to perform Cross Account Transfers. In order to establish Cross Account Transfer capabilities you must first complete a Cross Account Transfer Authorization form and submit it to us. Following our verification that you are the legal account owner on the account(s) identified, we will set up your Cross Account Transfer capability. Cross account transfers from one membership account to another allow you to transfer funds to any sub-account (unless otherwise restricted) established within the membership account structure. The Credit Union reserves the right at any time to restrict or prohibit Cross Account Transfer capabilities on specific types of accounts.

**YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS:** Tell us **AT ONCE** if you believe that your Access Code or Codes have been lost, stolen, or you believe that someone has transferred funds from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit (if any). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your PIN without your permission. **The Credit Union telephone number is (800) 826-6946 (Toll-Free). Our address is SAG-AFTRA Federal Credit Union, P.O. Box 11419 Burbank CA 91510.** If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Codes, and we can prove the loss could have been prevented had you told us in time, you could lose as much as \$500.

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

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:** Call us or write us **immediately** at the telephone number or address described in the preceding section, if you think your statement is wrong (or shows transfers that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60-day period if we can prove that the loss could have been prevented had you told us in time. In your letter: (1) Tell us your name and account number; (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, (3) Tell us the dollar amount of the suspected error and the date it occurred.

If you notify us verbally, we may require you to send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within 10 business days, we may not recredit your account. If we determine there was no error, we will send you written explanation within three business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation.

**CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS:** If we do not complete an electronic funds transfer 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 example, if: (a) Through no fault of ours, you do not have enough available funds in your account to make the transfer; (b) The transfer would exceed any permitted overdraft line you have with us; (c) Circumstances beyond our control (such as fire, flood, water damage, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; (d) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; (e) The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely; or, (f) The system was not working properly and you knew about the breakdown when you started the transfer. There may be other exceptions stated in our Agreement with you.

In addition, **the Credit Union will also have no liability whatsoever** for failure to complete a payment or transfer you initiate or attempt to initiate through our Internet Banking Service under any of the following circumstances: (1) If you did not properly follow software or Internet Banking instructions on how to make the transfer or payment; (2) If you did not give the Credit Union complete, correct and current instructions or information to process your transaction request; (3) If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; (4) If the Credit Union made a timely payment but the payee/vendor did not promptly credit your payment after receipt; (5) If your personal computer and/or software malfunctioned for any reason; (6) If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or (7) We blocked the transfer to protect the integrity or security of the system.

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** You will not receive individual receipts for your individual transactions conducted via the Internet Banking Service; however, you will get a monthly statement reflecting the Internet Banking electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Internet Banking Service activity information is included in your regularly scheduled account statement.

**SYSTEM UNAVAILABILITY:** Access to the Internet Banking Service may be unavailable at times for the following reasons: (1) **Scheduled Maintenance** - There will be necessary periods when systems require maintenance or upgrades; (2) **Unscheduled Maintenance** - The Internet Banking Service may be unavailable when unforeseen maintenance is necessary; (3) **System Outages** - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or, (4) **Internet Service Provider** - Failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of our Internet Banking Service; however, we are in no way liable for system unavailability or any consequential damages that may result.

**OTHER LIMITATIONS OF LIABILITY:** You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. The Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data except as provided by statute. The Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an Internet Service Provider or any other online service.

**ENFORCEMENT:** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Internet Banking Agreement and Disclosure that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or

expense from your account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to California law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement.

**CHANGES IN TERMS OR CONDITIONS:** This Internet Banking Service Agreement and Disclosure is subject to change to conform to changes in federal regulation and/or SAG-AFTRA Federal Credit Union policy, including changes in terms, conditions and fees. If such change(s) result in increased liability to you, a reduction in the Internet Banking services, or stricter limitations on the frequency or dollar amount of transfers, we will notify you at least twenty-one (21) calendar days before the effective date of such changes, or as otherwise permitted by law. Any notification, required or appropriate, will be e-mailed to you and will be considered provided at the time the email was sent.

**CANCELLATION OR TERMINATION:** To cancel your Internet Banking Service simply use the Internet Banking "Unenroll" option within our Virtual Branch Internet Banking site or call us at (800) 826-6946. The Credit Union may also terminate your Internet Banking Service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. If we terminate your Internet Banking Service for cause, we may provide you notice of such termination following termination of the Service. Whether you or the Credit Union terminates your Internet Banking Service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination. Termination of the Internet Banking Service will also terminate the Bill Pay and eStatement Services.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to generate your periodic account statement; (4) In order to comply with government agency or court orders; or, (5) If you give us your permission.

**Governing Law:** This Agreement and Disclosure shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflicts of laws provisions.

#### **BILL PAY SERVICE**

This Bill Pay Service Agreement and Disclosure provides you with the terms and conditions in which the SAG-AFTRA Federal Credit Union Bill Pay Service is provided along with "Frequently Asked Questions". The answers to the Frequently Asked Questions are also terms and conditions of the Bill Pay Service. In this Bill Pay Service Agreement and Disclosure the terms "you", "your" and "yours" mean the member Account Owner that has signed up for the Bill Pay Service. The terms "we", "us", "our", "ours", "Credit Union" and SAG-AFTRA FCU each refer to and mean SAG-AFTRA Federal Credit Union. The term "Agreement and Disclosure" means this Bill Pay Service Agreement and Disclosure. "Payment Account" means the checking account from which funds are debited to make your Bill Pay payments.

#### **AGREEMENT AND DISCLOSURE TERMS AND CONDITIONS:**

**Virtual Branch Access to the Bill Pay Service:** You must sign up for our Virtual Branch Internet Banking service in order to enroll in our Bill Pay Service. As a result, the terms and conditions of the Internet Banking Service Agreement and Disclosure also apply to the Bill Pay Service.

**Required Checking Account:** In order to use the Bill Pay Service you must have an SAG-AFTRA Federal Credit Union Checking Account. Bill Pay payments can only be made from a Checking Account.

**Availability and Delivery of Bill Pay Service Agreement:** This Bill Pay Service Agreement and Disclosure (the "Agreement and Disclosure") is available for viewing on-line at any time, and can be downloaded or printed using your computer and a printer. All Bill Pay service subscribers agree to the electronic availability and delivery of the Agreement and Disclosure, and further understand and agree that paper (non-electronic) copies of the Agreement and Disclosure are available from the Credit Union upon request.

**Hardware/Software Requirements:** To access our Internet Banking, Bill Pay and eStatement services you can use a Personal Computer (PC) running any current version of Windows at or above Windows 98 (for added security Windows 2000 and up are recommended). Apple Macintosh computers can also be used running OS versions 8.6 or higher (OS X and newer recommended). Supported browsers include Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 6.1 or higher, Safari 1.2 or higher, or Firefox 1.0 or higher. Web enabled browsers must include 128 bit encryption technology. Other browsers may be used but are not supported.

**Fees:** There is no fee or service charge to utilize the Bill Pay Service. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet Service Provider. There is, however, a fee to stop payment on PAPER CHECK payments (see "Edit, Cancellation and Stop Payment" below).

**Transaction Limits:** Because Bill Payments can only be debited from your SAG-AFTRA Federal Credit Union Checking Account, there is no limit on the amount or number of transfers you can make from your Checking Account to make your Bill Pay payments, subject to the availability of collected funds in your Checking Account.

**Payment Scheduling:** You agree to schedule the payment date for Electronic Payments to occur at least 4 business days before your actual payment due date. You agree to schedule the payment date for Paper Checks to occur at least 7 business days before your actual payment due date.

**Liability For Failure to Make Payment:** We shall make all reasonable efforts to make all your payments properly and timely. However, the Credit Union shall incur no liability if it is unable to complete any payment initiated by you through the Bill Pay service because of the existence of any one or more of the following circumstances:

1. If, through no fault or ours, your Payment Account does not contain sufficient available funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account or other overdraft protection arrangement with us;
2. The Bill Pay service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Bill Pay service;
4. You have not provided the correct name or account information for the Payee;
5. Your failure to use the system correctly; or,
6. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

Provided none of the foregoing six (6) exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Payment Account or cause the funds from your Payment Account to be directed to a Payee which did not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Payment Account and for directing to the proper recipient any misdirected transactions.

**Edit, Cancellation and Stop Payment:** You may edit or cancel any pending payment (including recurring payments) by following the directions within the service application. There is no charge for editing or canceling a pending payment. We are not able to stop an ELECTRONIC PAYMENT once payment has been made. We accept Stop Payment Orders on PAPER CHECK payments, provided the Check has not yet cleared your account. Call us at (800) 826-6946 during regular business hours to place a Stop Payment on a PAPER CHECK or visit one of our branch locations. *Stop payment requests sent to us via electronic mail are*

*not acceptable.* If you call, we may also require you to present your request in writing within fourteen (14) calendar days after your call. The charge for each Stop Payment Order is **\$20.00** if requested in person or over the telephone. Stop Payment Orders made utilizing our Internet Banking service are **\$10.00**.

**Access Code and Security:** For purposes of this section "Access Codes" shall mean your User ID and Password used to logon onto our Internet Banking service. The Access Codes that have been provided to you or that you have selected for our Internet Banking Service also provides access to the Bill Pay service. Your Access Codes are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Access Codes. You agree not to disclose or otherwise make your Access Codes available to anyone not authorized to sign on your Credit Union account(s). If you authorize anyone to use your Access Codes, that authority shall continue until you specifically revoke such authority by changing your Access Codes or by notifying the Credit Union to change your Access Codes on your behalf or discontinue your Bill Pay Service.

You understand that if you reveal your Access Codes to anyone, or request that the Credit Union issue an Access Codes to anyone else, you have authorized that individual to transfer funds from any of your Credit Union account(s) which can be accessed using the Access Codes, including the capability to make Bill Payment funds transfers to third parties, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of the Internet Banking service. If you fail to maintain security of your Access Code and the Credit Union suffers a loss, we reserve the right to terminate the Bill Pay service as well as other Credit Union deposit and loan services. The Internet Banking service provides the capability for you to change your Access Code. To help safeguard your security, you should change your Access Code frequently. **If you forget your Access Codes or your system access is disabled due to the use of an incorrect Access Code, or IF YOU BELIEVE THAT YOUR ACCESS CODE HAS BEEN LOST OR STOLEN OR THAT SOMEONE MAY ATTEMPT TO USE THE SERVICE WITHOUT YOUR CONSENT OR HAS TRANSFERRED MONEY WITHOUT YOUR PERMISSION, CONTACT SAG-AFTRA FEDERAL CREDIT UNION IMMEDIATELY AT 1-800-826-6946. The Credit Union reserves the right to require written re-application for a new or replacement Access Codes.**

**Your Liability for Unauthorized Transfers:** Tell us AT ONCE if you believe that your Access Codes have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus any overdraft line of credit). If you tell us within two (2) Business Days after you discover your Access Codes have been lost or stolen and someone uses your Access Codes and accesses your Payment Account without your permission, you can lose no more than \$50. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your Access Codes and it can be proven that the Credit Union could have prevented the unauthorized use of your Access Codes and access to your Payment Account had you notified us, you could lose as much as \$500. Also, if your monthly statement reflects payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you could lose any amount transferred without your authorization after the sixty (60) days, if we can prove that we could have stopped someone from taking/transferring the funds had you told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the time period. Telephone SAG-AFTRA Federal Credit Union at (800) 826-6946.

**Contact in the Event of Unauthorized Transfer and Errors and Questions:** If you believe that your Access Codes have been lost or stolen, or that someone has transferred or may transfer money from your account, and in case of errors or questions about your bill payments, you should as soon as possible: Telephone Us at: (800) 826-6946 during normal member service hours; or, Write To Us at: SAG-AFTRA Federal Credit Union, P.O. Box 11419 Burbank, CA 91510

If you think that your statement is wrong or you need more information about a bill payment listed on the statement, we must hear from you no later than sixty (60) days after you received the FIRST statement on which the problem or error appeared. You must: 1. Tell us your name and Payment Account number; 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, 3. Tell us the dollar amount of the suspected error.

If you tell us orally, in person, or by telephone, we may require that you send your complaint in writing within ten (10) Business Days after providing verbal notification. We will tell you the results of the investigation 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 45 days to investigate the complaint or question. If we decide to do this, we will credit your Payment Account within ten (10) Business Days for the amount you think is in error, so that you may have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Payment Account. If we determine there was no error, we will send you a written explanation within three (3) Business Days after we complete our investigation. You may ask for copies of documents that we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.

**Termination or Discontinuation of Service:** If you wish to cancel your Bill Pay service simply select the "Unenroll" option under the Bill Pay menu heading. If at any time during any consecutive 90-day period you do not utilize the Bill Pay service, we will terminate your Bill Pay service and you will need to re-enroll if you wish to later utilize the service. Further, the Credit Union may discontinue or terminate your Bill Pay service at any time. Neither termination nor discontinuation of the Bill Pay service shall affect your obligations under this Agreement and Disclosure for payments made or services provided.

Your enrollment in the Bill Pay service may not be fulfilled or may be terminated by us if we are unable to verify your identity or obtain other information we require in connection with Credit Union membership.

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to generate your periodic account statement; (4) In order to comply with government agency or court orders; or, (5) If you give us your permission.

**Governing Law:** This Agreement and Disclosure shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflicts of laws provisions.

#### **FREQUENTLY ASKED QUESTIONS ABOUT BILL PAY:**

##### **What are the types of payment, and when are transactions processed?**

There are two types of payment – **PAPER CHECK** and **ELECTRONIC PAYMENT**. **PAPER CHECKS** are printed and mailed and will clear your account just as if you wrote the check out of your checkbook and mailed it yourself. **ELECTRONIC PAYMENT** information is sent to Princeton eCom. Princeton eCom sends electronic payments to the payees on the same day they are processed.

All Bill Pay payments are processed twice a day. The first processing begins at 12:00 Midnight PST (Pacific Standard Time), and the 2<sup>nd</sup> processing begins at 10:00 a.m. PST. Any payments entered after the 12:00 Midnight and before the 10:00 a.m. PST are processed for payment the same business day. Any payments entered after 10:00 a.m. PST are processed for payment on the following business day.

##### **How long does it take a payment to reach the payee?**

For an **ELECTRONIC PAYMENT**, allow 3 to 4 business days from when the payment is submitted.

For a **PAPER CHECK** payment, allow 5 to 7 business days. The check will be mailed the same day if the payment is submitted before the 12:00 Midnight PST processing. If the **PAPER CHECK** payment is submitted after the 12:00 Midnight PST processing and is processed at 10:00 a.m. PST, the check will be mailed the following morning. (Just a note – we have no control over the U.S. Postal Service.)

##### **What are business days?**

Business Days are any day that is not a weekend or holiday.

**How are Holidays and weekends handled?**

Bills do not get paid on holidays or weekends. If a SCHEDULED bill payment falls on a holiday or weekend, it will be paid on the Friday BEFORE the weekend, or the last business day BEFORE the holiday.

**How long does a member have to add, delete, or edit a payment?**

You can add, edit, or delete a payment up to 12:00 Midnight PST for the 1<sup>st</sup> processing, and up to 10:00 a.m. PST for the 2<sup>nd</sup> processing, on the day the payment is sent.

**How far in advance can a payment be set up?**

Currently, a recurring scheduled payment can be set up in advance to any date in the future. A one time payment can be set up to be sent 5 years in the future.

**How many payees are members able to set up?**

There is no limit to the number of payees a member can have.

**Can an existing payee that is already set up be edited?**

The only thing that can be edited on an existing payee is the alias name on the account, and the account number. If the member wants to change anything else, the payee must be deleted and re-entered.

**Who, if anyone, are members not allowed to pay?**

Members cannot send an electronic payment to a payee that is not in the electronic database. Payees are not verified for check payments.

**What is the maximum payment amount?**

Electronic payments are validated against the account balance prior to processing, and check payments settle against the member's account like any other check, therefore, there is no dollar limitation on payments made through Bill Pay. The member is limited only by the amount of available funds in their account.

**Can members place stop payments for bill pay checks?**

Yes. After the check is printed and mailed, the payment history will show the check number for that payment. A Stop Payment Order must be placed in the same manner as that required for a regular check written out of the member's checkbook.

**Can an electronic payment be deleted once it has been processed?**

No. Princeton eCom does not delete electronic payments. Once the payment is submitted, it will be processed. It will then be up to the member to contact the payee for a refund, or ask the Credit Union to submit a claim through Princeton eCom.

**When do funds for payments debit the member's account?**

For an ELECTRONIC PAYMENT, funds are debited the same day that the payment is sent, if the payment is sent before 10:00 a.m. PST. Electronic payments submitted after 10:00 a.m. PST are debited the next day during bill pay processing. PAPER CHECK payment funds are debited from the member's account when the check clears the account.

**Are paper checks drawn against the member's account mailed to the payee?**

Yes. All paper checks issued through Bill Pay are encoded just as if they were a check from the member's own checkbook. The signature line on the check is usually printed as 'Signature on File', or 'As Authorized by Accountholder'. The paper checks are printed and mailed by a third-party company that agrees to maintain the confidentiality of all such payment information.

**What will happen if a member does not have sufficient funds for a payment?**

PAPER CHECK payments are received by the Credit Union just like a regular check. They are handled in the same manner as a check written out of the member's checkbook against an insufficient balance.

ELECTRONIC PAYMENT payments are verified for funds availability during processing. If the funds are available, the member's account is debited for the payment, and the payment information is sent to Princeton eCom. If the funds are not available with the 12:00 Midnight PST processing, Princeton eCom will try again at the 10:00 a.m. PST processing. The member will receive a message after processing informing him/her that the payment could not be processed due to insufficient funds. The payment will continue to be attempted until either the member has the funds to let it go through or the member deletes the payment.

**How long will payment history be viewable online?**

Payment history for active and deleted payees is retained and viewable for 18 months.

**ESTATEMENT SERVICE**

**In this eStatement Service Agreement and Disclosure the terms "you", "your" and "yours" mean the member Account Owner that has signed up for the eStatement Service. The terms "we", "us", "our", "ours", "Credit Union" and SAG-AFTRA FCU each refer to and mean SAG-AFTRA Federal Credit Union. The term "Agreement and Disclosure" means this eStatement Service Agreement and Disclosure. Visa and MasterCard credit card statements are not part of the eStatement Service.**

**Virtual Branch Access to eStatements:** You must sign up for our Virtual Branch Internet Banking service in order to enroll in our eStatement Service and gain access to your account statements online. As a result, the terms and conditions of the Internet Banking Service also apply to the eStatement Service.

**Availability of eStatement Service Agreement and Disclosure:** This eStatement Service Agreement and Disclosure is available for viewing on-line at any time and can be downloaded or printed using your computer and a printer. All eStatement Service subscribers agree to the electronic availability and delivery of the Agreement and Disclosure and further understand and agree that paper (non-electronic) copies of the Agreement and Disclosures are available from the Credit Union upon request.

**What is eStatement Service?:** SAG-AFTRA Federal Credit Union's eStatement Service allows you to access your periodic member account statements electronically online and eliminates paper statements sent to you via US mail. With eStatements, we will send you an email informing you that your periodic member account statement is available to you through the secure login area of our internet website. Not only will your current account statement be available, but we will store the last 24 months of your account statements online so you have access to them anytime you need them. Also, with eStatements we will electronically provide your Tax Documents (such as 1099's) online on our secure site, along with other important Notices. Visa credit card statements are not part of eStatement Service.

**eStatements and Other Information:** eStatements are simply electronic versions of your standard paper periodic member account statements. Your periodic member account eStatements include activity and balance information on your savings, checking and other share accounts as well as loans and lines of credit (excluding Visa and MasterCard account statements and information on mortgage loans serviced by Varris Mortgage). eStatements are available on our secure website in readable, printable and downloadable format. **When you sign up for eStatements you will NO LONGER receive paper statements.**

Additionally, our email notification of the availability of your eStatements, **you understand and agree that we may also electronically send you (via email or notices posted to our website) important information, including notices and disclosures as required by federal or state law or regulation.** Such

information, notices and disclosures may be sent jointly or separately in our email notices to you, posted separately online, or incorporated into marketing newsletters that accompany or are hypertext-linked to email notices of availability of your eStatement that we send to you.

**Hardware/Software Requirements:** To access our Internet Banking and eStatement services you can use a Personal Computer (PC) running any current version of Windows at or above Windows 98 (for added security Windows 2000 and up are recommended). Apple Macintosh computers can also be used running OS versions 8.6 or higher (OS X and newer recommended). Supported browsers include Microsoft Internet Explorer 5.5 or higher, Netscape Navigator 6.1 or higher, Safari 1.2 or higher, or Firefox 1.0 or higher. Web enabled browsers must include 128 bit encryption technology. Other browsers may be used but are not supported.

**Your Email Address:** You must provide us with your accurate email address when you sign up for the eStatement Service and provide us with your new email address whenever it changes. We will send you an email informing you of the availability of your eStatement on our secure internet website.

**How to Update Your Email Address With Us:** You can change or update your email address with us by logging onto our Virtual Branch Internet Banking website, select the "Update Email Address" option and enter your new email address.

**Undeliverable Email:** If the email we send to you notifying you of the availability of your eStatement is returned undeliverable to us, we will send you a paper statement via U.S. mail to the address we have on file for you and your eStatement Service will automatically be cancelled unless you are enrolled in the eChecking account (if you are enrolled in an eChecking account, please see paragraph below regarding exception). This can result in a delay in the receipt of your account statement. If you wish to continue the eStatement Service, you will need to re-enroll for the eStatement Service and provide us with an updated email address.

eChecking account holders must be continuously enrolled in the eStatement service as part of the Account Agreement and Disclosure. If an email is returned back to the Credit Union as undeliverable, a \$2.95 fee will be assessed to the account and a 30-day notice letter will be sent to the address on file. This letter will require the member to update their contact information with a valid email. If the member fails to do so, the member's account will be converted to a Performance Checking and your eStatement service will be cancelled. This conversion will take effect 30-days from the date of the letter to give the member ample time to act.

**Adding Us to Your Address Book:** To ensure delivery to your inbox of our email notices informing you of the availability of your eStatements (not to bulk, spam or junk mail folders), please add [services@sagafratcu.org](mailto:services@sagafratcu.org) to your email address book and to the "Accept List" of any spam filters you may have.

**Fees and Charges:** There are no fees or charges for the eStatement Service; however, see below for charges relating to Obtaining Paper Copies of Statements.

**Obtaining Paper Copies of Statements:** You have the right to request and receive a paper copy of your member account statement from us. To do so, telephone our Member Service Center at (800) 826-6946. There is a charge of \$1.00 per page to receive a paper copy of your member account statement in accordance with our Fee Disclosure.

**When eStatements Are Available:** If you have a Checking Account, Money Market Account, Young Performer Cash Account, Teen Access Account, or Health Savings Account, if you have a loan with us (excluding mortgage loans serviced by Varris Mortgage), or if you have any electronic fund transfers on your account for the statement period, your eStatement will be generated monthly; otherwise, your eStatement is generated quarterly. Your eStatement will generally be available to you within five (5) business days following the statement period. We will send you an email informing you of the availability of your eStatement on our secure internet website.

**Your Rights and Responsibilities:** It is your duty and you agree to exercise reasonable care and promptness in the examination of all periodic member account statements (your eStatements) submitted to you by us, to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify the Credit Union promptly after discovery. Your failure to discover and/or report errors or unauthorized transactions within the time limitations set forth below will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- **Paper Checks and Drafts** – no later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Electronic Check/Draft Conversions** – no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected; however, if the transaction was originally processed as a paper check or draft, was returned unpaid, and subsequently re-presented as an electronic check conversion, the period is not later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Substitute Checks** – no later than **40** calendar days after we sent or made available the statement on which the transaction is first reflected, whichever is later.
- **ACH Debit Entries** – Personal Ownership Accounts – no later than **60** calendar days following the original date of the transaction; Business Ownership Accounts – no later than **one (1)** business day following the original date of the transaction.
- **ATM, POS and Other Electronic Fund Transfers** – no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected.

**Electronic Check / Draft Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and to pay bills. This is referred to as an Electronic Check Conversion. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic fund transfer is covered under the provisions and protections of the Electronic Fund Transfers Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check.

**Substitute Checks:** A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as "substitute checks". The electronic conversion from paper to "substitute check" permits quicker processing of checks by sending them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing collection. This means that checks that you write and checks that you deposit may be converted to substitute checks.

The Credit Union's retention of your checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limitations. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.



**Other News and Benefits Information:** When you sign up for eStatements we will also occasionally send you emails containing information on products and services that we feel may be of interest to you. You can discontinue receipt of these emails at any time without losing your eStatement Service by simply unsubscribing using the link located at the bottom of the email.

**Retention of Documentation:** All eStatements, Tax Documents and Notices will be retained on our internet website for a period of 24 months.

**Cancellation:** To cancel your eStatement Service simply select the "Unenroll" option under the eStatement menu heading.

**Other Means of Contact:** You can contact us via our website with questions. You can also telephone us at (800) 826-6946 between 8:00 a.m. and 5:00 p.m. PT Monday through Thursday and 8:00 to 6:00 p.m. Friday if you have any questions or if you wish to change your email address or cancel your eStatement Service. You can also change your email address with us or cancel your eStatement Service by visiting any of our branch locations.

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to generate your periodic account statement; (4) In order to comply with government agency or court orders; or, (5) If you give us your permission.

**Governing Law:** This Agreement and Disclosure shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflicts of laws provisions.

## **SAG-AFTRA Federal Credit Union**

### **BRANCH LOCATIONS:**

**Burbank:**

3820 Riverside Drive  
Burbank, CA 91505

**Los Angeles:**

5757 Wilshire Blvd., Suite 925  
Los Angeles, CA 90036

**Sherman Oaks:**

14118 Magnolia Blvd.  
Sherman Oaks, CA 91423

**Member Service Center:**

(818) 562-3400 or (800) 826-6946 (Outside Los Angeles)

**Telephone Banking**

24-Hour Bank by Phone  
(818) 260-0609 or (800) 392-9321

**Internet**

Visit us on the Web at:

**[www.sagaftrafcu.org](http://www.sagaftrafcu.org)**

