



## eBranch Disclosure

Please read this disclosure carefully and keep it for future reference. This disclosure contains your rights and obligations for eBranch, our Online Access Service, and how it is regulated, controlled, or impacted by several different government regulations. Online Access services are electronic funds transfers (EFTs) that are electronically initiated transactions involving your accounts. This screen defines the disclosures and terms that apply to your use of eBranch.

By accepting or using the PIN/Password to make any eBranch transactions, you agree to be bound by these terms and conditions. eBranch allows you to make transfers, inquiries, and loan advances on your Credit Union accounts. In addition, to conduct transactions, you will need a Personal Identification Number (PIN) which is your password/security code.

From time to time, some or all of the eBranch features may not be available due to system maintenance.

The types of transactions available on eBranch are indicated below. Some of these transactions may not apply to your account.

### **At the present time, you may use eBranch to:**

- Obtain account and loan balances;
- Obtain loan payment due date and pay off information;
- Obtain last dividend, date and amount;
- Request a check withdrawal from your account;
- Access your Line of Credit to request loan advances;
- Access your Mortgage loan information
- Transfer funds from your Line of Credit to your share account;
- Transfer funds from your share account to make your loan payments;
- Transfer funds between your CEFCU account and other financial institutions;
- Sign up for and view electronic statements;
- Apply for loans;
- Receive account Alerts;
- Export account history and information into Quicken;
- Update your address, phone number(s) and/or email address;
- Stop payment on a Personal Line of Credit or Home Equity Line of Credit check;
- Establish unique username and password for each signer on the account;
- Communicate with the Credit Union through Secure Message;
- Sign up for Mobile Banking which includes Mobile Deposit;
- Access your CEFCU credit card account for:
  - Current balance,
  - Recent card activity,
  - Sign up for and view MasterCard electronic statements,
  - Set-up Automatic Payments,
  - Submit Travel Notifications
  - Dispute a Charge,

- Request a Replacement Card,
- Sign up for MasterCard Fraud Text Alerts,
- Sign up for MasterCard Alerts and Preferences;
- Other enhancements, transactions, inquiries or calculations that may be made available on the eBranch system from time to time.

**YOU MAY NOT perform the following types of transactions with eBranch:**

- Pay certain types of Mortgage Loans;
- Pay your Student Loan(s);
- Request wiring of funds to another institution;
- Perform other transactions with vendors who offer services to the Credit Union

**===== ALERTS =====**

With eBranch Alerts, you can ask us to send you automated messages about your account to either your email address or to your mobile device. Each Alert becomes effective after you setup and activate it in the Alerts menu.

You can manage the types of Alerts you receive, and you can suspend or stop any Alert at any time. We reserve the right to change the types of Alerts available or terminate Alert service at any time without notice to you. Please be aware that Alerts are not encrypted, so anyone with access to your e-mail or mobile device will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alerts are normally processed daily at the end of each business day and are not real-time. Alert information may also be subject to other time lags and/or delays. We do not guarantee the delivery, timeliness nor accuracy of any Alert, whether within or outside our control. In requesting Alerts, you agree that the Alert service is a courtesy to you, and as such the Credit Union will not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; any errors in Alert contents; or any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the email address and/or mobile device number you specify. If you change your email address or mobile device number, you are responsible for informing us of the change.

**===== ID CHECK =====**

**ID Check\***

All eBranch users are required to set up the ID CHECK security feature. ID CHECK provides added security to help prevent fraud when you access your Credit Union account(s) online. You will be able to select a series of challenge questions and answers to validate your identity as well as change these questions and answers at any time in eBranch. Your answers to these challenge questions are encrypted to provide additional security. You and your joint account owner(s) will need to set up the questions together so either of you can answer if prompted. In order to ensure the safety of your account information, please refer to the online User Precautions listed in this disclosure. If you elect to assign joint owner(s) their own log-in credentials, they will be prompted to select a series of challenge questions and answers different from you.

**===== LIMITATIONS =====**

You agree to the following limitations when you use the described online privileges.

Information concerning your accounts may only be obtained through a computer and modem, workstation setup, or similar devices that meet certain specifications to access the Internet.

We may set up a "lock out" feature which may deny access if there are too many invalid Password/PIN entries or other irregular transactions on the account.

**Business and Processing Days:** Our Business and Processing Days are Monday through Friday, excluding federal holidays. The Processing Day cut-off time is 4:30 PM Pacific time, after which transactions will reflect an effective date of the next Processing Day. Similarly, transactions that you initiate on a non-Processing Day (Saturday, Sunday, or federal holidays) are effective dated the next Processing Day. eBranch is generally available 24 hours per day, seven days per week, 365 days per year. However, eBranch may be interrupted for a short time weekly for data processing and/or periodically for servicing or updates.

**Limits on Transfers and Transactions**

1. Regulation D Transaction Limit on Share (Savings) Accounts. During any calendar month, you may not make more than six (6) transfers from any share (savings) accounts to your other accounts or to a third party by means of an eBranch transfer or other preauthorized electronic funds transfer, automatic transfer, telephone order or instruction, or request transmitted via facsimile. This limitation does not apply to transactions conducted at ATMs, in person or by mail. Internal transfers to make payments to your loan accounts and telephone requests for withdrawals by check made payable to you are also excluded from the six (6) transfer limitation. Federal law provides that if you continually violate these limits, CEFCU may be obligated to close your account.
2. Limits to Available Balance. You may not exceed the Available Balance in your account on the day that the transfer is made. CEFCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, or lower an account balance below the required amount. We reserve the right to limit the frequency and dollar amount of any transaction at any time for security reasons.

**===== STATEMENTS =====**

From the date of your first transaction, you will receive a monthly statement that reflects the activity on your account, including your online transactions. If you do not have any electronic funds transfers you may only receive a statement once each quarter. No other receipts will be mailed.

**===== SECURITY CODES =====**

Initially when you sign up for eBranch access, you will use your pre-assigned Personal Identification Number (PIN) as your Password/PIN. Once validated by the system, you will create a new Password for eBranch. It should remain confidential and should not be written near your computer or disclosed to a third party. You agree not to make your Password available to anyone not authorized to transact on your account(s). Remember that anyone who has your password may use it to change the password on the account! If you authorize anyone to use your password, that authority shall continue until you specifically revoke such authority by changing the password. If you fail to maintain the security of any password and the Credit Union suffers a loss, we may terminate any or all of the services under this agreement as well as any other Credit Union deposit or loan service you may have.

You may authorize the JOINT OWNER(S) of your account to access eBranch by disclosing your password to them or by establishing unique log-in credentials for them. You understand and agree that the password grants such

persons unlimited access to all share (savings) accounts and loans linked to your account. It also grants unlimited access to anyone to whom such persons may share your password without your knowledge or consent. Access to loans may include personal loan information and transaction history on your Credit Union credit card and Home Equity Line-of-Credit (HELOC). You understand and agree to pay, be responsible for and indemnify the Credit Union from all transactions initiated by you or anyone to whom you disclosed your password and all transactions initiated by anyone who received your password directly or indirectly through another party to whom you disclosed your password. In addition to your liability for any indebtedness created through the use of eBranch privileges, the Credit Union may at its sole option elect to also hold a user of the eBranch service, if other than you, liable for any transactions or indebtedness charged to your account(s) through the use of the eBranch service. The obligation of two or more parties will be joint and several, meaning that all signers on the account will be responsible for repaying all, or any portion of, such charges or indebtedness, without regard to the liability of the other signers.

**===== USER ID =====**

Initially when you sign up for eBranch access, you will use your CEFCU account number as your User ID. During the enrollment process you will be required to create a unique User ID which you will be required to use on subsequent log-ins. Your User ID should remain confidential and should not be written near your computer or disclosed to a third party. You agree not to make your User ID available to anyone not authorized to transact on your account(s).

**===== EQUIPMENT REQUIREMENTS =====**

You will need a personal computer, a modem, a web browser with 128 bit encryption and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your home computer, modem and software. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your home computer and related equipment.

**===== CONSUMERS LIABILITY FOR UNAUTHORIZED TRANSFERS; ADVISABILITY OF PROMPT REPORTING AND TELEPHONE NUMBER AND ADDRESS FOR NOTIFICATION =====**

Tell us at once if you believe your eBranch password has been lost or stolen, that someone has transferred or may transfer money from your account without your permission, that your account has been compromised in some fashion, or that any other unauthorized electronic fund transfer has been or may be made. You agree to immediately call or write.

Telephoning is the best way of keeping your possible losses down. If you believe your eBranch password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can establish we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your monthly statement from us shows transfers or transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered electronically or mailed to you, you may be liable for the entire amount of the transaction if we can establish 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 hospital stay, kept you from telling us, we may extend the time period.

When you contact us to report an unauthorized transaction, you will be required to tell us your name and account number, describe the error or the transfer you are unsure about, explain as clearly as you can why you believe it is an error or why you need more information and 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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. However, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-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 funds 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 your written statement within ten (10) business days, we may not re-credit your account. We will tell you the results of our investigation within three (3) business days after we finish our investigation.

**===== FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS =====**

If we do not complete a transfer to or from your account on time and in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. For example we will not be liable if:

- Through no fault of the Credit Union, you do not have enough money in your account or sufficient collected funds to make the transfer;
- You used the wrong access code or you have not properly followed any applicable computer, internet access, or our user instructions for making the transfer.
- The system was not working properly, and you knew about the breakdown before you started the transfer;
- The system is unavailable due to system maintenance;
- Circumstances beyond the control of the Credit Union (such as fire, flood, computer or telephone system malfunction) prevent the transfer despite reasonable precautions we have taken;
- The transfer would violate another agreement between you and the Credit Union;
- Your account is "frozen" because of a court order or your password has been reported lost or stolen;
- If you are delinquent on any loan payments;
- Your monthly transfer limits under Regulation D have been reached.
- You have not given us complete, correct and current instructions so we can process a transfer.
- The error was caused by a system beyond our control, such as your Internet Service Provider.
- There are other reasons preventing us from processing your transaction as you instructed.

**===== THIRD PARTY TRANSACTIONS =====**

We will not disclose any information to third parties in regard to your accounts, your balances, or any transactions made with the exception of: a) when it is necessary to complete the transaction; b) when it is in compliance with applicable law, government agency or court orders; c) when the third party needs to verify the existence or condition of your account when it is lawful to do so; d) when you give us written permission or; e) to business partners when deemed necessary to provide competitive products and services to our members.

**===== CHANGE OF TERMS =====**

The Rules and Regulations governing the operating procedures may be revised or amended by the Credit Union at any time and every effort will be made to notify the membership before such change.

Subject to any notice required by law, we reserve the right to change any of the terms of the electronic funds transfer services described in this disclosure and/or terminate your right to use eBranch at any time, for any reason. Prior notice may not be given if an immediate change is necessary to (a) protect the security of your account (b) prevent loss to the Credit Union, (c) protect the electronic funds transfer systems. Use of the service is subject to existing regulations and any future changes in those regulations.

**===== APPLICABLE LAW =====**

This agreement shall be construed and interpreted in accordance with the laws of the state of California, except to the extent that federal law applies. It is also governed by the bylaws of the Credit Union, and local clearing house rules as amended from time to time.

**===== TERMINATION OF ELECTRONIC FUNDS TRANSFER SERVICES (EFT) =====**

You may terminate this agreement or any Electronic Funds Transfer service under this agreement at any time by notifying the Credit Union in writing and ceasing to use your Password. The Credit Union may also terminate this Agreement at any time without prior notice by notifying you orally or in writing. We may also program our computer not to accept your password for any Electronic Funds Transfer service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any Electronic Funds Transfers made prior to termination.

If you fail to log-in to eBranch within an eighteen (18) month time frame, the credit union reserves the right to delete your account from the system without prior notice to you. Any pending scheduled transactions will be canceled at the time you are deleted from the system. Deletion from the system will prevent you from having the ability to view any electronic statements but will not convert you back to paper statements. To re-establish eBranch access, you would enroll again as a new user.

**===== ENFORCEMENT =====**

In the event either party brings legal action to enforce this Agreement or collect overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

Access to eBranch is subject to Credit Union approval, and is subject to withdrawal, suspension or termination by the Credit Union at any time, without prior notice to you. By your use of eBranch you are acknowledging your agreement to the terms and conditions set forth in this Disclosure and agree to indemnify and hold the Credit Union harmless from any and all loss, cost, expense or damage stemming from your use or misuse of eBranch and any harmful computer code introduced by you into any Credit Union systems.

**===== USER PRECAUTIONS =====**

As with all financial transactions, please exercise discretion when using eBranch. The following suggestions may be helpful:

- Compare your records with the account statements you receive.
- Carefully read account information displayed on-screen and compare it with your records and account statements.
- Protect the secrecy of your PIN/Password. Do not tell anyone your PIN/Password. Do not write your PIN/Password where it can be discovered. For example, do not keep a note of your PIN/Password in your wallet or purse, or on or near your computer.
- Prevent others from seeing you enter your PIN/Password by using your body to shield their view.
- Protect your computer by installing antivirus software of your choice. Keep your antivirus software up to date.

If your PIN/Password is compromised, promptly notify us. You should consult the Consumers Liability for Unauthorized Transfers; Advisability of Prompt Reporting and Telephone Number and Address for Notification disclosure for additional information about what to do if your computer or Password is lost, stolen, or misappropriated.

===== **CONTACT INFORMATION** =====

Caltech Employees Federal Credit Union  
P. O. Box 11001  
La Cañada Flintridge, CA 91012  
818-952-4444 or 800-592-3328

===== **Revision Date** =====

April 3, 2017