

## **CU OnLine (Online Banking) and Mobile Banking Terms and Conditions**

### Terms and Conditions:

For purpose of this agreement, “we,” “us,” “Credit Union” and “our” refers to LBS Financial Credit Union (LBS Financial), and the words “you” and “your” mean you, the Member or account holder identified on the account record with us. By participating in the Services (services) or using the Software, you are agreeing to the terms and conditions presented here, in addition to any terms and conditions to which you have previously agreed with respect to your LBS Financial Account Agreement. Your use of CU OnLine and Mobile Banking is an addendum to and is subject to the terms and conditions of our Truth in Savings Disclosure and Account Agreement, Electronic Funds Transfer Agreement and the terms and conditions of the Bill Payer service. LBS Financial in its discretion may modify these terms and conditions from time to time without notice or as otherwise provided by law. Continued use of the services will constitute acceptance of any new or amended terms and conditions. Please read this agreement carefully.

### CU OnLine (online banking):

LBS Financial offers **CU OnLine** electronic account services which may be used in accordance with the following terms and conditions. The following information is provided in accordance with the Federal Electronic Funds Transfer Act. **CU OnLine** can be used to view the history of your checking, savings, and loan accounts; to obtain information concerning loan rates, loan payoff amounts, monthly payments, due dates, and the available credit for all lines of credit; to show you the accounts your direct deposit payroll has been distributed among and what amounts; to show interest earned and paid in each of your accounts for the year to date; to transfer funds from one account to another of yours or to another member’s account; to withdraw funds from your account and have the same sent to you in the form of a check.

### Limitations to Usage

Transfers in CU OnLine are limited to a maximum of \$150,000 daily. Also, due to Federal Reserve Regulation D, you are limited to a maximum of six preauthorized electronic payments or transfers from your Regular Share/Savings Account during any calendar month.

### Terms and Conditions

Accessing your LBS Financial accounts through CU OnLine confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

#### A. Your Security and Password

You will be asked to select an 8-20 character alphanumeric password. This password can be changed within CU OnLine from the Change Password menu option or by calling us at 800.527.3328. We recommend that you change your password regularly. LBS Financial is entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password and account data confidential and agree not to give or make available your LBS Financial User ID/Account Number and Password or other means to access your account to any unauthorized individuals. If you disclose your LBS Financial User ID/Account Number and Password to another person, or you

permit others to use this service, you are responsible for any transactions or transfers that may be initiated from your account.

B. Payment Account

Although there are no fees for accessing your accounts via CU OnLine, you may be asked to designate a payment account for selected services. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify LBS Financial and identify a new payment account for the selected services. Additionally, if you close all LBS Financial accounts, you must notify LBS Financial to cancel your CU OnLine.

Your CU OnLine may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, CU OnLine may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call LBS Financial at 800.527.3328.

If you do not schedule or process a payment in your LBS Financial bill payment account via CU OnLine for any six (6) month period, LBS Financial reserves the right to discontinue your service. Please note that your bill payment information will be lost if your service is discontinued.

If you wish to cancel your CU OnLine, please contact LBS Financial at 800.527.3328, send us cancellation instructions in writing to LBS Financial Credit Union, P.O. Box 4860, Long Beach, CA 90804 or send an email to [info@lbsfcu.org](mailto:info@lbsfcu.org).

C. Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, LBS Financial, or by Internet browsers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the CU OnLine, or Internet browser or access software.

D. Hours of Accessibility

You can access your LBS Financial accounts through CU OnLine seven days a week, 24 hours a day. However, at certain times, some or all of CU OnLine services may not be available due to system maintenance. During these times, you may use the touch-tone telephone service (HomeTeller), an LBS Financial or network ATM or an LBS Financial branch to conduct your transactions.

A transfer initiated through the Internet is posted to your account the same day.

Mobile Banking may be accessed 24 hours a day, 7 days a week. The Credit Union's standard business days are Monday through Friday, except for all holidays we observe.

#### Mobile Banking:

A downloadable application (software) is available for LBS Financial Mobile Banking through either the Apple App Store for iPhone users or Google Play for Android users or through an Internet browser (WAP-Wireless Application Protocol; a technical standard for accessing information over a mobile wireless network.) You must be a registered CU OnLine user in order to use Mobile Banking. If you have not registered for CU OnLine, from a personal computer go to [www.lbsfcu.org](http://www.lbsfcu.org) to enroll.

#### A. Mobile Banking Functionality

Not all products, services, or functionality available on CU OnLine are available when you use mobile banking software. The method of entering instructions via mobile banking software may differ from the method of entering instructions directly through CU OnLine. CU OnLine may be accessed through any device with Internet service; however, mobile banking software is designed to provide convenient access from your mobile device. In order to remain eligible for the Service, you must remain a Member in good standing. We reserve the right to determine your eligibility for the Service.

When you access Mobile Banking with your mobile device, you will see a menu of available Mobile Banking functions (e.g. view balances, transfers, search for locations, etc.) From time to time we will add, modify, or delete particular Mobile Banking functions. We may make such changes in functions with or without prior notice. We reserve the right to refuse to make any transaction that you request through Mobile Banking.

#### B. Mobile Banking Device Operations and Maintenance

You are responsible for understanding the operation and maintenance of your equipment. LBS Financial is not responsible for any errors or failures related to your equipment in order to access Mobile Banking. In addition, your cell phone may have a password protection feature that you can activate to lock your phone with an additional password.

Mobile phones with Internet capabilities are susceptible to viruses. It is your responsibility to ensure that your equipment is protected against and free from viruses, worms, Trojan horses, and any other harmful components which could result in damage to programs, files, phones, or interception of information by a third party. LBS Financial is not responsible for any indirect, special, or consequential damages that may result from harmful hardware or software components on equipment.

Mobile Banking is offered as a convenience to you and is included within our CU OnLine services. Mobile Banking is not a replacement to CU OnLine from your personal computer.

C. Additional Terms and Conditions

The Credit Union's Truth in Savings and Account Agreement which includes disclosures applicable to Online Banking, Mobile Banking, your access and your password and is incorporated herein by this reference as if set forth in full. You acknowledge receipt of the Credit Union's Truth in Savings and Account Agreement. The terms and conditions of which are incorporated herein by this reference. In the event any provision in the Truth in Savings and Account Agreement conflicts with any provision in this Agreement, the parties agree that this Agreement shall control. In your electronic communications with us, you must use your User ID/Account Number and Password. You may then use the tools provided by us. In addition, each deposit account or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions, and agreement governing those accounts (e.g. as applicable, the Truth in Savings and Account Agreement, Visa Credit Card Agreement, etc).

We are entitled to act upon instructions we receive with respect to the service under your User ID/Account Number and Password and you are liable for all transactions made or authorized with the use of your User ID/Account Number and Password. We have no responsibility for establishing the identity of any person who uses your User ID/Account Number and Password. You agree that if you give your User ID/Account Number and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

D. Consumer Liability and Responsibility

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from our failure to provide you with access to any service, whether caused by the equipment, software, the Credit Union, Internet services providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of the service, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, the service used in conjunction with your User ID/Account Number and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.

Your access to service will be blocked in the event your User ID/Account Number and Password are entered incorrectly on multiple attempts. If this happens, please call us at 800.527.3328.

Your failure to comply with these Terms and Conditions will result in you no longer being allowed to use the service.

You understand the importance of your role in preventing misuse of your accounts through the service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information.

Notwithstanding our efforts to insure that the service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others

You agree to comply with all applicable laws, rules and regulations in relation with Mobile Banking. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

#### E. Proper Use of Mobile Application

You agree not to use the service or the content or information delivered through the service any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use the service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) interfere with or disrupt computer networks or infect the computer networks with viruses; (h) interfere with or disrupt the use of the Service by any other party; (i) use the Services in any manner to gain unauthorized entry or access into the Credit Union's computer systems; or (j) resell or make any commercial use of the Services.

#### F. Mobile Banking Service Availability

We cannot always foresee or anticipate technical or other difficulties with the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions (e.g. due to geographic coverage not provided by your mobile service provider, or in the case of disaster). Notwithstanding the terms contained herein, with respect to the Service, we do not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

We are committed to keeping your information secure and confidential. To this end, these terms and conditions incorporate by this reference the Credit Union's privacy policies.

### Fees

The **CU OnLine** service is offered with no fees or charges except that when you use it to perform a transaction (such as stopping payment of a check) which would normally be subject to a fee had you not used **CU OnLine**. You will be assessed the fee set forth in our Fee Schedule.

Mobile Banking is a free service to Members enrolled in CU OnLine. However, you are responsible for any and all charges imposed by your communications service provider. Message and data rates may apply. Check with your mobile carrier for more information.

### Statements

**CU OnLine** transactions will be reflected on monthly account statements mailed to you. If no electronic transactions are made from a Regular Share/Savings Account, statements may be mailed quarterly.

### Consumer Liability

Tell us at once if you believe your **CU OnLine** and/or mobile banking password has been lost or stolen or discovered by an unauthorized person. Telephoning is the best way to keep your possible losses down. You could lose all the money in your accounts (plus any available overdraft line of credit).

If you tell us within two business days, you can lose no more than \$50.00 if someone uses your password without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your password and we can prove we could have stopped someone from using **CU OnLine** without your permission had you told us, you could lose as much as \$500.00.

Also, if your statement shows a transaction that you did not make, tell us at once. If you don't tell us within 60 days after the statement was mailed to you, you may lose up to \$50.00 of the unauthorized transactions, and more importantly, you may not get back money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money had you 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 periods. If you authorize someone else to use your **CU OnLine** password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction exceeds what you authorized.

If you believe your password has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call us immediately at 800.527.3328 or write to us at the following address:

LBS Financial Credit Union  
P.O. Box 4860  
Long Beach, CA 90804-0860

The Credit Union's business days are Monday through Friday, excluding holidays.

### Credit Union Liability

If we do not make a transfer properly or on time, we will be liable for any actual losses or damages you may suffer. However, we will not be liable, for instance:

- If through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transaction;
- If the transaction requested would exceed an unused credit limit;
- If the **CU OnLine** or Mobile Banking system was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control (such as fire or flood or electrical failure) prevent the transfer, despite reasonable precautions that we have taken;
- If your **CU OnLine** password has been lost or stolen and we have blocked the account;
- If the funds in your account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
- If the transaction information supplied to us by you or by third parties (e.g., terminal owners, affiliated networks, etc.) is incorrect or untimely;
- If your **CU OnLine** / Mobile Banking password has been entered incorrectly;
- You fail to properly follow instructions on how to make a transfer;
- There is a malfunction in your personal computer, mobile device, Internet Service Provider, browser and/or software;
- If the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account;
- There may be other exceptions stated in state or federal statutes or regulations.

### Information To Third Parties

We will disclose information to third parties about your account or about transfers you make (1) where it is necessary to complete a transfer; (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 comply with lawful procedures of a government agency or a court order, and (4) any time you give us permission to furnish information about the account.

### Restrictions on Use

You warrant and agree that you will not use, or authorize the use of, the Services and Software for any illegal, fraudulent, unauthorized or improper manner or purpose as determined by applicable laws, rules and regulations. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly from such illegal use. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the Services or Software, the security of the Services or Software, or other Members of the Services or Software, or otherwise abuse the Services or Software. The Credit Union and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

We reserve the right to cancel your CU OnLine and/or Mobile Banking service in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend CU OnLine and/or Mobile Banking access in situations deemed appropriate by us, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of the CU OnLine and/or Mobile Banking service does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf.

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### Copy Received

You acknowledge receipt of this Disclosure and Agreement by requesting activation of **CU OnLine**.

#### Change Of Terms

LBS Financial Credit Union reserves the right to change the terms and conditions upon which these services are made available, including a change in the charges for the services. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (email). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Internet transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

#### Protecting Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call LBS Financial at 800.527.3328.

#### Protecting Personal Information

In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your drivers license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

#### Taking Care of Your Password

The password that is used to gain access to CU OnLine should be kept confidential. For your protection we recommend that you change your password regularly. We recommend that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your



password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify LBS Financial at once at 800.527.3328.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSCODE. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

### Encryption

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using CU OnLine/Mobile Banking. Your browser and the Mobile Banking application automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

### Certificate Authority

The servers hosting the service have been certified by a Certificate Authority to assure you that you are actually talking to the service instead of someone pretending to be us. If you are using an older browser you will see that the Certificate Authorities key may have expired; you will need to update your browser

### Cookies

During your use of the service, our CU OnLine Service will pass an encrypted *cookie* to your computer/mobile device in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the service. This cookie does not contain any personal information; it simply provides another level of security for our CU OnLine product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

### Additional Security Guidelines:

- All Authorized Users should sign-off after every service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.

- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer/mobile device operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

### Your Passcode Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your passcode or other means to access your account to any unauthorized individuals. You are responsible for all transfers and bill payments you authorize using the service. If you permit other persons to use the service, your passcode, or other means to access your account, you are responsible for any transactions they authorize.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSCODE TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSCODE TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM.

In addition to the security features described above, there may be other security related notices posted on our website or the service from time-to-time. It is your responsibility to read all security notices.

### Exclusions of Warranties and Limitation of Damages

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER/MOBILE DEVICE. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.,

THE FOREGOING SHALL CONSTITUTE LBS FINANCIAL CREDIT UNION AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL LBS FINANCIAL CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE

INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

The Credit Union and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to its conflicts of laws provisions.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

You agree to indemnify, defend, and hold the Credit Union harmless (by Counsel of Credit Union's choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

E-mail us at

[info@lbsfcu.org](mailto:info@lbsfcu.org)

Or telephone us at

562.598.9007, 714.893.5111 or 800.527.3328

Or write us at

LBS Financial Credit Union

PO Box 4860

Long Beach, CA 90804-0860

Contact us as soon as possible if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement in which the problem(s) or error(s) appeared.

When you contact us:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days for the amount you think is in error, so that you will 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 10 business days, we may choose not to provisionally credit your account during the additional time that may be required to investigate your complaint or question.

Exception: We have up to twenty (20) business days to provisionally credit your account if the notice of error involves an electronic funds transfer to or from an account within thirty days after the first deposit to the account was made (i.e. new account). For new account transactions, or foreign-initiated transactions, or resulting from point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchants POS terminals, and also including mail and telephone orders), we may take up to 90 calendar days to complete our investigation.

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