

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

### 1. Consent to Receive Disclosures Electronically

By selecting the "I Agree" button below, you are confirming that: (1) your system meets the requirements set forth below; (2) you agree to receive Communications (as defined below) from us electronically; (3) you are able to access and print or store information presented at this website; and (4) you have downloaded or printed a copy of this Agreement for your records.

In addition, by selecting the "I Agree" button below, you agree that:

a. Any notice, record, or other type of information that is provided to you in connection with your accounts and services, such as this Online Banking Agreement, change-in-term notices, fee and transaction information, notices, check images, statements, and account information ("Communications"), may be provided to you electronically by posting the information for you to view at our web site, [www.sactocu.org](http://www.sactocu.org), or by sending it to any of you by e-mail.

b. We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

c. You may obtain a copy of any Communication by contacting us at [info@sactocu.org](mailto:info@sactocu.org), or by calling us at 1-888-722-8601 (See our fee schedule below for the related expense). You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form. We may elect to terminate some or all of the Online Banking Service if you choose to receive Communications in paper or non-electronic form.

d. You agree to provide us with your current e-mail address for notices at the email address or phone number indicated above. If your e-mail address changes, you must provide us with your current e-mail address using the Online Banking Service.

e. In order to use our Online Banking Service, you will need a working connection to the Internet. You must use a browser that is SSL (secure socket layer) enabled, such as Microsoft Internet Explorer version 6.0 or greater, or Mozilla FireFox 3.0 or greater, or Apple Safari 3.0 or greater. If you have a question as to whether or not your browser is SSL enabled, contact the browser's manufacturer. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). To download transaction information into Quicken or Microsoft Money, you will need the equipment and software required by their respective operating instructions. We do not provide ISP services. You must have your own Internet service provider.

f. We may amend (add to, delete, or change) these terms by providing you with advance notice.

2. Introduction. This Agreement sets forth the terms and conditions of the online banking service (the "Service") offered by Sacramento Credit Union. In this Agreement, "you" refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms "we," "us" and "Credit Union" refer to Sacramento Credit Union. This Agreement supplements, and supersedes where inconsistent, the terms of your account agreement with us. Your use of the Service will be deemed evidence of your agreement to these terms.

### 3. Online Service:

- Account Activity/History
- Bill Payments
- Fund Transfers
- Withdrawals
- e-Statements
- e-Alerts
- e-Letters

4. Your Equipment. To use the Service, you must have the computer equipment described in the "Consent to Receive Disclosures Electronically" paragraph above. You are responsible for the selection, installation, maintenance, and operation of

your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and software are compatible with our system. We reserve the right to change our system requirements from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.

5. Your Password. We will provide you with one or more numbers, IDs, and/or other means of identification and authentication (collectively, "Password") to access the Service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your computer. We may act on any Service instruction that is accompanied by your Password. You agree not to disclose your Password to anyone.

6. Your Accounts. In order to use the Bill Payment Service, you must have a checking account with us. The checking account will be your primary online banking account. If you have more than one checking account with us, you must designate one of them as your primary account. If you do not do so, we may select a primary account for you. Service fees may be charged to your primary account. At our discretion, we may refuse to allow certain accounts to be linked to the Service.

7. Account Balance and Transaction Information. You can use your computer to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.

8. Transfers. You may make transfers between Eligible Accounts with us. Transfers cannot be made from term share (certificate) accounts.

9. Stop Payment Requests. You can use the Online Account Access Service to place a stop payment order on a paper check that you have written against your account. Stop payment orders received on a weekend, holiday, or after 5:00 PM (Pacific Time) on a business day may be deemed received by us as of the next business day. Please see your deposit agreement for the terms related to stop payment orders.

These orders are effective for six months and are subject to a service charge. Refer to the Schedule of Fees below for current charge.

10. Online Bill Payments. If you request this Service, you can make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Service, you must specify which account you wish to use in making payments.

Eligible Payees. You may only designate payees located in the United States. We reserve the right to determine who may be a payee. Our payment policy EXCLUDES payments to government entities including DMV for the purpose of paying taxes, child support, fines, fees or other court appointed payments, collection agencies and payees outside the United States. Payments to government entities for utility services such as water and sewer are permitted.

Scheduling Online Bill Payments. You may schedule a payment to be made on or before the payment due date. We recommend that you schedule a payment to be made at least 5 business days before the date it is due, as opposed to the late payment date (do not include grace periods). If you are a first-time user, you should allow at least 10 business days. You are responsible for scheduling payments to be made in a timely manner, bearing in mind that some payments may be sent by mail. You are solely responsible for any damages, such as late payment fees, that may be imposed as a result of a late payment. We will be responsible only for initiating payment, electronically or by check, on the payment processing date. We will not be responsible for delays that occur in the postal system or automated clearing house, or for any action or omission by your payee.

Payment requests received after 7:00 a.m. (Pacific Time) may be deemed received by us as of the next business day. Payments scheduled for non-business days may be processed on the following business day.

Any bill payment remitted by check that remains unpaid after ninety (90) days will be refunded to your designated account. A stop payment fee may apply.

Initiating and Canceling Single Payments. To initiate a payment, you must specify the person or business you are paying, the payment date, and the amount to be paid. The first time you request a payment to be made to a payee, you must also specify

the payee's U.S. address, the number of the account from which the payment is to be made, and other information requested by the Service. (Note: We may modify the payee address to accommodate special processing requirements.) Once you enter your payment request, you can transmit it to us by following our online instructions. We may send your payment to the payee either by transferring the funds electronically or by mailing or otherwise delivering a check to the payee.

You can cancel or change a payment request electronically by deleting or changing the payment from the online payment screen. To do this, you must act before 7:00 a.m. (Pacific Time) on the business day before the debit date. If it is too late to cancel or change a payment in this manner, you may still be able to stop or change the payment by calling us at 1-888-722-8601.

**Initiating and Canceling Automatic Recurring Payments.** You may use the Service to make regularly recurring payments in the same amount to the same payee. Once your arrangements are set, we will make your payments automatically each month. If the processing date for any payment falls on a weekend or holiday, we may initiate payment on the preceding business day.

If you have told us in advance to make regular payments out of your account, you can cancel any of these payments electronically in the manner described above. You also can cancel them by calling us at 1-888-722-8601 or writing to us at PO Box 2351, Sacramento, CA 95812. We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing to us and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**Erroneous Payment Orders.** You assume sole responsibility for accurately describing payees, payment amounts, and payee addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

**Rejecting Payment Orders.** We may reject payment orders with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically, or in writing. We may reject a payment order, for example, if our system indicates that there may not be sufficient time to make the payment to the payee by the payment date you designate. We also may refuse to make a payment if you do not have sufficient available funds to cover the payment. If we reject a payment, you will need to re-enter the information if you wish to make the payment at a later date.

**Notice of varying amounts.** If your regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may agree with the person you are going to pay instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

11. **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company (for example, the Social Security Administration), that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not made such an arrangement, you may telephone us at 1-888-722-8601 and we will advise you whether or not the preauthorized deposit has been made.

12. **e-Statements.** To sign-up to receive your account statements electronically in .pdf format (“e-Statement”), click the “e-Statements” button on our website and follow our instructions. You must provide us with a valid email address and provide us with an updated email address at any time your email address changes. When you enroll in e-Statements, you will no longer receive paper copies of your account statements. If you wish to receive a paper copy of a periodic statement or of an individual cancelled check, we may charge you a Photocopy Fee. Refer to Schedule of Fees below. We will send you an email to the email address we have on record notifying you that your e-Statement is ready for viewing or download on our

website. We are not responsible for email communications sent to an email address provided by you that is incorrect or outdated. Your e-Statements will be available to you online for a maximum of three (3) years. However, the period of availability of e-Statements for certain accounts may be shorter, at our discretion. If you need a copy of a statement that is no longer available online, we may have the ability to print a historical copy for you upon request. A Photocopy Fee will apply.

13. e-Alerts. With e-Alerts, you can request and receive messages from us about your Eligible Accounts. These e-Alerts will be sent by us to you through email messages and/or text-enabled cell phones or pagers. To receive e-Alerts, you must be enrolled in the e-Alerts Service. During enrollment in the e-Alerts Service, you will be asked to establish the e-Alert parameters and delivery options using the e-Alerts service. You will receive e-Alerts after the enrollment process is complete.

You understand and agree that the e-Alerts may not be encrypted and may include your name and information pertaining to your account(s). The Credit Union does not guaranty that e-Alerts will be delivered to you in a timely manner and you should not rely on the content of any e-Alerts or upon the e-Alerts Service. Receipt of e-Alerts may be delayed or prevented by circumstances affecting our computer equipment or Internet service provider, your computer equipment or Internet service provider, phone carriers, and other causes. You agree to indemnify, defend, and hold the Credit Union, our directors, officers, employees, agents, successors, and assigns harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or related to any non-delivery, delayed delivery, or inaccurately addressed delivery of any e-Alert; inaccurate content in any e-Alert; your use or reliance upon the contents of any e-Alert for an y purpose.

You or the Credit Union may suspend or terminate the e-Alerts Service at any time.

14. Prompt Review of e-Statements and e-Alerts. You must promptly review your e-Statements and e-Alerts. To report any error, unauthorized transaction, or other irregularity, follow the procedure described in Sections 22 and 23. Any applicable time periods within which you must notify us of an error, unauthorized transaction, or other irregularity will begin as of the date that we provided notification to you that your e-Statement or e-Alert was ready to be viewed on our website or the date that we emailed the e-Statement or e-Alert to you, as applicable.

15. Hours of Operation. You can access account information and communicate through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

16. Privacy. Please see our Privacy Policy below for information about how we gather, use, and secure nonpublic personal information about you. We may release information about you, your accounts, and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), with your permission, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a payment; to report the existence, history, and condition of your account to credit reporting agencies; to comply with government agency and court orders; or if you give us your written permission.

17. Electronic Mail. You can use the Service to send us electronic mail ("e-mail"). Since e-mail can be subject to delays and may not be reviewed by us after normal business hours, do not rely on it if you need to communicate with us immediately (e.g., to report an unauthorized transaction). If you need to contact us immediately, call us at 1-888-722-8601. We will have a reasonable time to act upon any e-mail request, and reserve the right to reject any instruction or request received by e-mail (e.g., a request to wire funds). Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system. You agree that we may read and record any e-mail and other communications between you and our employees through the Service.

18. Business Days. Our business days are Monday through Friday, excluding holidays.

19. Documentation. We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.

20. Service Fees. There is no fee for accessing information about your accounts through the Online Account Access Service. Other fees for Online Bill Payments include:

- **NSF Fee:** If there are insufficient funds in your primary account at the time of a scheduled bill payment, we will attempt to make the payment from your primary savings account if you have executed an overdraft agreement giving us authorization to do so. If you have not established overdraft protection or if there are insufficient funds in your primary savings account from which to make the payment, we may still process the payment request if you qualify for NO BOUNCE protection. If we do so, we will charge you an NSF Fee per occurrence as set forth in our Schedule of Fees (see below).

We are not responsible for any fees that may be billed to you by your Internet service provider.

**21. Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments and transfers from savings accounts and money market deposit accounts are limited by law and your deposit agreement with us. You may only make up to 6 withdrawals and/or transfers each month by check, preauthorized or automatic transfer, draft, or telephone. See your deposit agreement for further details.

**22. How to Notify Us of a Problem.** If you have a question about a Service transaction, an e-Alert, or e-Statement, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-888-722-8601 or write to us at PO Box 2351, Sacramento, CA 95812.

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

**23. Your Responsibility.** Tell us AT ONCE if you believe your Password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 you tell us within two business days, you can lose no more than \$50 if someone used 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 that we could have stopped someone

from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows bill payments or 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.

24. Our Responsibility. If we do not complete a transfer or initiate a payment from your account on the payment date or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) we process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete, or untimely; (e) the System was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due; (h) a transfer or payment could not be completed due to the System's unavailability; or (i) you fail to follow our on-screen instructions properly. There may be other exceptions stated in our Agreements with you.

25. In Case of Errors or Questions about Your Transfers, Bill Payments, or Account Statements. Call or write to us at the number or address listed in Section 22 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. For bill payments, please tell us the payee name, the date we charged your account, and the payee account number. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred 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 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 that 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 not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

26. Other Terms. This Agreement supplements the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site Terms and Conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service. The terms of this Agreement will supersede any conflicting terms in the web site Terms and Conditions and your account agreement with respect to the Service.

27. Change in Terms. We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

28. Termination. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service without notice if you do not use it for 60 consecutive days. If you decide to cancel the Service, call us at 1-888-722-8601 or write to us at PO Box 2351, Sacramento, CA 95812, and let us know if you have any outstanding scheduled or recurring bill payments that you also wish to cancel. We may refuse to make scheduled or recurring Service payments following termination of the Service.

However, unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. Any indemnification required by this Agreement shall survive its termination.

29. Business and Other Non-personal Accounts. Our obligations set forth in Sections 24 and 25, and the limitations on customer liability set forth in Section 23 and on the back of periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

30. Disclaimer of Warranty. The Credit Union does not make any warranties of any kind, whether express or implied, with respect to the Service, e-Statements, or e-Alerts. You understand that you use the Service, e-Statements, and e-Alerts at your own risk. The Service, e-Statements, and e-Alerts are provided "as is" and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. This Section shall survive the termination of this Agreement.

31. Liability; Indemnification. We shall be responsible only for providing the Services described in this Agreement. Except as otherwise set forth herein or as provided under applicable law, our liability shall be limited to your actual damages arising directly from our gross negligence or intentional misconduct in performing the Services. We shall have no liability for failure to perform any of the Services or for any disruption or delay in our performance of the Services that results from failure or disruption of electric power, computer equipment, Internet service provider, telecommunications systems, war, strike, civil unrest, weather conditions, or other events beyond our reasonable control. **IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.** You agree to indemnify and hold us and our directors, officers, employees, agents, subcontractors, and assignees harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or in any way related to our provision of or our failure to provide these Services. This Section shall survive the termination of this Agreement.