



## **ONLINE BANKING AND MOBILE BANKING ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE**

This document (“Agreement”) is your Online Banking and Mobile Banking Agreement and Disclosure. It includes disclosures required by the Electronic Funds Transfer Act (15 U.S. Section 1693 Et Seq) and its implementing regulations. It also includes any special instructions regarding the use of our personal computer access system (your credit union internet access) with its corresponding personal identification number (PIN) or access code.

The terms and conditions in this Agreement are in addition to the terms and conditions of the SF Fire CU Complete Disclosure and Account Agreement which otherwise governs your rights and obligations when using your accounts. To the extent there is a conflict between this Agreement and your Account Agreement, the terms and conditions in the Account Agreement shall govern. Please be certain to read this agreement carefully and keep a copy for your records. By using any of the services covered by this agreement you acknowledge that you have read, understood and been given a copy of this agreement to keep.

In this Agreement, the references to “We”, “Us”, “Our” and “Credit Union” mean San Francisco Fire Credit Union. The words “You” and “Your” mean each person applying for and/or using our Internet-accessible Online Banking system and Mobile Banking applications and system hereafter referred.

### **CONSENT & RIGHT TO WITHDRAW CONSENT**

Important: This agreement is a legally binding contract by using this electronic service, you agree to be bound by the terms and conditions contained in the agreement and any additional terms and conditions that we may communicate to you and you agree to the electronic delivery of this agreement.

You agree to electronically view any changes in disclosures or updates to our products, services, and fees. You must have a valid e-mail address that we will use to send informational notices. You agree to immediately notify us if your e-mail address changes (see contact information below.) At any time, you may cancel enrollment in Online Banking and/or Mobile Banking by visiting any branch, calling (415) 674 4800 or Toll-free (888) 499-FIRE (3473), or e-mailing us at [operations@sffirecu.org](mailto:operations@sffirecu.org). If the revocation of your consent to receive disclosures or statements electronically is received less than ten (10) days before the end of your statement cycle it may not take effect until the following cycle. When you cancel enrollment in Online Banking and or Mobile Banking, we will resume mailing all of

your correspondence as elected through the U. S. Postal Service at no additional charge to you.

## **MOBILE BANKING GENERAL TERMS**

This Agreement applies to Electronic Funds Transfers (EFTs) made to or from your accounts using San Francisco Fire Credit Union's Online Banking Services by you or any user who has access to your Accounts with actual, apparent or implied authority. This Agreement does not cover electronic transfers initiated with ATM or Debit Cards. We will establish Online Banking by issuing Personal Identification Numbers (PINs) or Access Codes only upon your oral or written request.

For purposes of this Agreement, an electronic funds transfer is any deposit, withdrawal, advance, payment or transfer of funds made by methods other than in person, by telephone with a credit union staff member, or by check or other paper instrument through the use of our Online Banking system. You understand that any Personal Identification Numbers (PINs) or Access Codes issued by Us are not transferable. The use of Your PIN, Access Code and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended from time to time related to the use of Your PIN, Access Code and/or other Account access device; and (b) that We may follow all instructions given by authorized persons to the Online Banking system.

Each withdrawal or advance by You or by any authorized user of Your PIN or Access Code may be charged to Your Share Account, Your Share Draft Account, or Your Line of Credit as appropriate. We may process transactions in any order we select as long as we comply with applicable law. Paper and in-person transactions may be processed before electronic transactions, or vice versa.

If an electronic funds withdrawal request exceeds the available balance in your Share Draft account and You have not arranged for overdraft protection transfers from a Share Account or overdraft protection advances from a Line of Credit, We may at our discretion pay or return it. You must pay the fee shown on our Fee Schedule for doing so. Our Fee Schedule is incorporated into this Agreement by reference. You must restore any negative balances resulting from our payment of transactions against insufficient funds immediately upon demand and in no event more than 30 days from the date on which Your Account first became overdrawn or negative. Items presented against insufficient funds will generally not be paid if (a) You have had a Share Draft Account with San Francisco Fire Credit Union for fewer than 90 days, (b) payment of the item would cause a negative account balance greater than \$0.00, (c) You are in default on any obligations to Us, or (d) in Our reasonable judgment You have had excessive overdrafts.

Our policy is not to pay items that would result in negative balances on share accounts other than Share Draft accounts. If, due to system malfunction or other factors beyond our reasonable control, a negative balance arises in a non-Share Draft account, you agree to restore the negative balance immediately.

## **SYSTEM REQUIREMENTS**

Access to SF Fire Credit Union's online banking requires a modern web browser that supports 128-bit encryption, Cookies and JavaScript. This includes current versions of Apple Safari, Microsoft Edge, Google Chrome, and Mozilla Firefox. Please note that Internet Explorer Version 11 is not fully supported. Some functionality may not work as expected. Please update your browser.

If at any time you no longer have the required hardware or software to receive online banking services, you agree that it is your responsibility to immediately notify us. If we change the hardware or software requirements to access online banking services, and it may create a material risk that you will no longer be able to access or retain subsequent electronic communications, we will notify you

and you will be able to withdraw your consent without the imposition of a fee.

## **JOINT ACCOUNTS**

If the Account(s) on which You establish services under this Agreement is/are joint Account(s), You agree to be jointly and severally liable, under the terms of this Agreement.

## **ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES**

You will be asked to select a Personal Identification Number (PIN) or Access Code to be used in conjunction with your Online Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Share Account or Your Share Draft Account or to make advances on Your Line of Credit that You may have with Us to cover such transactions.

## **NOTIFICATION OF PRE-AUTHORIZED DEPOSITS**

If You have arranged to have direct deposits made to Your Account (from Your employer, the Federal government or other payor), You can call Us at (888) 499- 3473 to find out whether or not the deposit has been made. You can also use Online Banking to check your deposit and withdrawal history.

## **RIGHT TO STOP PRE-AUTHORIZED PAYMENTS**

If You want to stop any pre-authorized payments, call Us at (888) 499-3473 or write Us at 3201 California Street, San Francisco, CA 94118, in time for Us to receive Your stop payment request 3 business days or more before the payment is scheduled to be made. If You call, We may also require You to put Your request in writing and get it to Us within 14 days after You call. To be sure that a third party does not bill You again for the “stopped” payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

## **OUR LIABILITY FOR FAILURE TO STOP PAYMENT**

If You order Us to place a stop payment on one of Your pre-authorized payments 3 business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

## **DOCUMENTATION OF TRANSACTIONS**

You will receive a monthly statement for each month in which You have accounts with electronic transfer activity. All accounts receive statements at least quarterly, unless We do not have a valid address on file for you.

## **FEES**

We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, on our Fee Schedule. The Fee Schedule is provided to You when You open Your Account. Additional fee schedules are available at any of Our office locations and on Our web site, [www.sffirecu.org](http://www.sffirecu.org). We will notify you of Fee Schedule changes in a manner consistent with applicable law and regulation.

## **LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS**

If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the transfer would result in Your exceeding your available credit; (c) the electronic system You access was not working properly and You knew about the breakdown when you started the transfer; (d) circumstances beyond Our control prevent the transaction; or (e) Your PIN or access code have been reported lost or

stolen and We have blocked the Account.

## **LIABILITY FOR UNAUTHORIZED USE**

Telephone Us at once at (888) 499-3473 or write Us at 3201 California Street, San Francisco, CA 94118, if You believe Your PIN or Access Code has been lost or stolen. If You tell Us within 2 business days, You can lose no more than \$50 if someone uses Your PIN or Access Code without Your permission. If You fail to tell Us within 2 business days after You learn of the loss or theft of Your PIN or Access Code and We can prove that We could have stopped someone from using Your PIN or Access Code without Your permission if You had told Us, then You could lose as much as \$500. Additionally, if Your periodic statement shows transfers that You did not make, You will tell Us at once; if You fail to tell Us within 60 days after We mail You the periodic statement, You could lose the entire Account balance if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

## **IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS**

Telephone or write Us at the address and telephone number in this Agreement as soon as You can, 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 send You the first statement on which the problem or error appeared. Tell Us (a) Your name and Account number; (b) the dollar amount of the suspected error, (c) describe the error or the transaction You are unsure about, and (d) explain as clearly as You can why You believe there is an error or why You need more information. 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 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. We will tell You the results within three 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) occurred within 30 days after the first deposit to Your Account was made.

## **DISCLOSURE OF ACCOUNT INFORMATION**

With respect to electronic transfers, We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction, or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant, or (3) in order to comply with a government agency or court order, or any legal process, or (4) if You give Us written permission. Please refer to Our Privacy Policy, available in our branches and our web site, for more information about privacy.

## **TERMINATION**

We may terminate Your right to use Your PIN or Access Code or cancel this Agreement at any time for any lawful reason upon written notice. Termination may occur without notice in case of emergency or if necessary

to protect the security of Your accounts or avoid loss to Us. You may request termination of these services in writing.

## **CHANGE IN TERMS**

We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time by giving You notice required by law.

## **BUSINESS DAYS**

Every day is a business day except Saturdays, Sundays and holidays.

## **GOVERNING LAW**

This Agreement is controlled and governed by the laws of the State of California except to the extent that such laws are inconsistent with controlling Federal law.

## **COLLECTION AND COLLECTION COSTS**

If your use of Online Banking or other EFT services results in Your becoming indebted to Us (such as a transaction that results in a negative balance), You agree to pay what You owe Us upon demand. If You do not pay, You agree that We can collect what You owe us by taking funds in any Share Account you have at San Francisco Fire Credit Union, unless prohibited by law or the Share Agreement. If We cannot collect what You owe us in this manner, You agree to pay reasonable collection costs We incur before taking legal action. If We take legal action to collect what You owe Us, You agree to pay Our reasonable attorneys' fees and court costs in addition to any other remedy the court finds proper.

## **SPECIFIC SERVICES ONLINE BANKING**

You will need a computer or mobile phone with Internet access to use Online Banking. We recommend that your Internet browser be kept updated with the latest stable releases of the browser, and that your phone be kept updated with the latest stable version of the Operating System that corresponds to the phone type. You are responsible for setting up and maintaining Your computer equipment and internet service. We will have no liability or responsibility for your equipment or equipment or services provided by third parties. While we strive to ensure the security of our Online Banking service, we cannot make any absolute guarantees.

You can use Online Banking to:

- View Your Credit Union account and loan transaction history
- Transfer funds between Credit Union accounts (except certificates, IRAs, and other accounts subject to special tax treatment)
- Make Account-to-Account transfers (transfer funds from accounts you maintain at other financial institutions to Credit Union Accounts, or transfer funds from Credit Union accounts to accounts you maintain at other institutions)
- Transfer funds from Credit Union accounts to pay Credit Union loans
- Request advances on Your Credit Union line of credit in the form of a deposit of the advance to the Credit Union Share or Share Draft account You designate
- Request stop payments on share drafts that have not yet cleared
- Access electronic account and loan statements
- Determine whether direct deposits have been received, payroll deductions have been processed, or automated clearinghouse (ACH) payments have been made

- Make remote deposits
- Make payments to third parties using Online Bill Pay

Online Banking transfers are limited to the funds or credit available in the Account or Line of Credit you access. Account-to-Account transfers are further limited as follows: (a) Outbound transfers are limited to \$10,000 per day and \$50,000 per month; (b) Inbound transfers are limited to \$10,000 per day and \$50,000 per month. Account-to-Account transfers will be made via the automated clearinghouse (ACH) system.

By initiating an Account-to-Account transfer, You confirm that you understand that we will be responsible for completing the transfer in accordance with Your authorization. Once a transfer is made to another financial institution, We will have no further responsibility or liability related to the deposit or withdrawal of such funds. You agree that your origination of Account-to-Account transfers will comply with U.S. law and confirm that you are authorized to conduct any transactions you initiate. You can terminate Account-to-Account transfers with respect to specific accounts by deleting the account from your Account Transfer List within the Online Banking system.