

## ONLINE BANKING TERMS AND CONDITIONS

By enrolling in or logging in to use Prospectors Federal Credit Union's Online Banking service, you, the user of one or more Prospectors Federal Credit Union Banking services, agree to the following terms and conditions and acknowledge receipt of the following agreements and disclosures.

You consent to receive in electronic form all documents that the Credit Union is required or permitted to give you in writing. Further details about this election, including technical requirements and how to opt out and obtain Credit Union documents in paper rather than an electronic form, are found in the Electronic Document Election section below.

You consent to the terms of use of all Prospectors Federal Credit Union Online Banking services that you elect to use.

### **General Terms**

Prospectors Federal Credit Union, "we", "us" and "our" mean Prospectors Federal Credit Union and any third party with which Prospectors Federal Credit Union has contracted to provide Online Banking services.

"Authorized person" or "you" means the member, any joint owner, and any authorized person (such as the holder of a power of attorney) who in Prospectors Federal Credit Union's records is authorized to transact on any accounts maintained under a member number.

"Access device" means any device used along with your username and password to enroll in or log into Prospectors Federal Credit Union Online Banking. Access devices may include personal computers, Internet-enabled mobile devices such as tablets or smartphones, or other internet-enabled devices that may become available in the future.

You agree not to copy, reproduce, distribute or create derivative works from the content of the Online Banking services to reverse engineer or reverse compile any technology used to provide the Online banking services.

Prospectors Federal Credit Union uses industry-standard technology and security measures to provide Online Banking. Keeping your Prospectors Federal Credit Union's activity safe and secure is among Prospectors Federal Credit Union's highest priorities. However, due to risks inherent in use of computer technology, mobile devices and the internet, Prospectors Federal Credit Union cannot and does not guarantee that your use of Online banking will be absolutely secure. PROSPECTORS FEDERAL CREDIT UNION EXPRESSLY DISCLAIMS TO THE FULL EXTENT ALLOWED BY LAW WITH RESPECT TO OUR ONLINE BANKING SERVICES; (1) ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (2) ANY WARRANTY THAT OUR ONLINE BANKING SERVICES WILL OPERATE ERROR-FREE AND WITHOUT INTERRUPTION. The Error Resolution section of the Online Banking EFT Services section of this document covers your right to dispute unauthorized activity and other errors that occur in Online Banking.

Depending on the access device you use to access Online Banking, your use may result in charges being assessed by your internet service provider, mobile telephone service provider or other provider. You are solely responsible for fees assessed by third parties in connection with your use of Online Banking. Any fees that may be assessed by Prospectors federal Credit Union in connection with your use of Online Banking are disclosed in the most recent published version of our Fee Schedule.

You are solely responsible for the installation or set-up, operation and maintenance of, and payment for, all third- party hardware, equipment, software, connectivity, and all other equipment and services that you use to access Online Banking. Prospectors Federal Credit Union will have no responsibility or liability for errors or problems that result from your use of third-party products or services to access Online Banking. Our sole liability with respect to your use of Online banking will be to correct errors that we make and of which you give us timely notice.

If you notify us that you are experiencing technical difficulty with a Prospectors Federal Credit Union provided access device, system or application such as Mobile Banking application, you can contact us (see 'How to Contact Us' at the bottom of this document) and we will make a good faith effort to correct the problem if we determine it is caused by a circumstance or condition within our control.

We can ask you to comply with our security and identity verification procedures before we allow you to access Online banking, obtain information about your Prospectors federal credit Union financial services, or change your contact information.

We may change any term of this documents by providing you with any advance written notice required by law.

We may suspend or cancel this Agreement and your use of Prospectors Federal Credit Union's Online banking services with or without notice if any of the following occurs:

1. Your breach of this or any other agreement with Prospectors Federal Credit Union (including loan agreements);
2. We have reason to believe there may be unauthorized use of your Online banking username or password;
3. We have been notified that there are conflicting claims to funds in any Prospectors Federal Credit Union account of yours;
4. Suspension or termination is necessary to preserve the security of Prospectors Federal Credit Union accounts or systems; or
5. Any authorized person asks us to do so.

Termination or suspension of this agreement or of your use of Prospectors Federal Credit Union's Online banking service will not relieve you of any obligation incurred prior to the termination or suspension.

Unless otherwise required due to the laws of your state of residence, California and applicable federal law, govern this agreement. If any provision is found to be unenforceable, the remaining provisions will continue in effect.

Prospectors federal Credit Union's business days are Monday through Friday, excluding federal holidays. We may be open to provide services on other days, but we do not consider them "business days" as that term is used in this document.

If you become indebted to Prospectors Federal Credit Union as a result of your use of Online banking and do not pay what you owe us upon our demand, you agree that we can, unless prohibited by law or the governing account agreement, recover all or part of your unpaid debt from any Prospectors Federal Credit Union share account in which you have an interest, without notice to you and without waiving other rights we have to collect what you owe us. You agree to pay any reasonable collection costs we incur before we take legal action to collect what you owe Prospectors Federal Credit Union. If Prospectors takes legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and court costs in addition to any other remedy the court finds proper.

### **Electronic Document Election**

By enrolling in Prospectors Federal Credit Union Online Banking, you waive your right to receive paper documents from Prospectors Federal credit Union and agree that Prospectors Federal Credit Union may electronically provide to you any document that we are required or permitted to provide to you in writing. Documents include but are not limited to periodic account and loan statements, agreements and disclosures governing your Prospectors Federal Credit Union products and services, change-in-terms, notices, escheat notices and year-end reports to taxing authorities ("Documents"). Prospectors Federal Credit Union may at our sole option elect to deliver some or all Documents in paper form, either by delivering them to you personally or mailing them to you at your most recent postal address in our records.

Electronic Documents will have all the same information as paper Documents though the formatting may differ in some cases. You will have the same opportunities to contact Prospectors Federal Credit Union about any errors or questions about your Documents.

To receive and view Electronic Documents, you will need an access device, user name and password, internet access, a recently version of Adobe Acrobat or other software that allows you to read and save PDF files, a supported mainstream browser capable of handling encrypted transmissions and a valid e-mail address. Electronic Documents are designed to display on a computer screen. Although you may be able to retrieve Electronic Documents on a mobile access device such as a smartphone, the display on a smaller screen may not be optimal

We deliver Electronic Documents by notifying you at your e-mail address in our records that they are available for pickup on our secure web site, [www.prospectorsfcu.org](http://www.prospectorsfcu.org). You will need to log in using your Online Banking username and password to retrieve and view your Electronic Documents. You can retain

copies of Electronic Documents by printing them or saving them to your computer or any other device that allows you to store electronic files.

You can request a paper copy of any Electronic Document we send you by submitting a request via the secure Online banking system, by telephone at (909) 396-9688, or in person at any Prospectors Federal Credit Union branch. (fees may apply according to applicable fee schedule)

You may at any time opt out of receipt of Electronic Documents from Prospectors Federal Credit Union. To opt out and request that Prospectors Federal Credit Union instead provide all documents to you in paper form, any authorized person can submit a request via the secure Online banking system, or write to us or give us your instruction in person at any Prospectors Federal Credit Union branch. Our most recent electronic records will determine whether you receive paper or Electronic Documents from Prospectors Federal Credit Union. If there is more than one authorized person associated with our member number, we will follow the most recent paper Documents to the most recent postal address we have in our records for the member associated with the member number.

If you change your e-mail address and wish to continue to receive Electronic Documents, you must give us your updated e-mail address. You can tell us your updated e-mail address via the secure Online banking system or in person at any Prospectors Federal credit Union branch location. If we attempt to e-mail notices to you and they are returned due to an invalid e-mail address, we reserve the right to resume sending paper Documents. At our sole option, we may attempt to reach you by telephone or postal mail to obtain an updated e-mail address before we begin sending paper Documents.

If Prospectors Federal Credit Union sends your paper Documents, whether because you opt out of receipt of Electronic Documents or because you fail to maintain a valid e-mail address in our records, paper Document fees may apply. Any paper Documents fees are disclosed on the Fee Schedule.

### **Establishing Online Banking (Including Mobile Banking)**

To use any Prospectors Federal Credit Union Online banking service, you must enroll. To enroll, you must use a personal computer or mobile device with Internet access and supported mainstream browser capable of handling encrypted transmissions. You will also need your member number and be able to answer verification questions to be able to access your account. During the enrollment process, you will select an alpha or alphanumeric username and an alphanumeric password for subsequent access to Online banking.

Once Online banking enrollment is complete, you will need only an access device and your user name and password to log on for future sessions.

If you have enrolled in Online banking, you can register devices for Mobile Banking by either (1) downloading the Prospectors Federal Credit Union Mobile banking application to your internet-enabled Android or iPhone/iTouch/iPad mobile device or (2) using Wireless Application Protocol (WAP) to register your internet-enabled mobile device. If you want to use SMS Text Banking (see below 'SMS Text Banking'), you must register your mobile device using the WAP. At this time, Prospectors Federal Credit

Union's Mobile Banking application is available for use on Android and Apple iPhone/iTouch/iPad devices.

### **Keeping Your Access Devices and Passwords Safe**

To minimize the risk of unauthorized use of EFT access devices, usernames and passwords, you agree to follow these rules.

1. Never keep written usernames or passwords with or near you access devices.
2. Do not let others watch you key in your use name or password.
3. Do not allow internet service providers or third-party payment application providers to "remember" or "save" your use name and password on access devices. Memorize and re-enter this information each time you log in.
4. The only time you should provide your password to Prospectors Federal Credit Union is when you are logging into use Online Banking. Prospectors Federal Credit Union will never ask you for your password in person, by mail, by e-mail, or by telephone. Any e-mail or postal mail requesting your Online banking password is fraudulent. Should you receive such a request, DO NOT release your information, but please notify Prospectors Federal Credit union as soon as you can.
5. If you voluntarily give a third party your Prospectors Federal Credit Union user name and password or an access device that does not require entry of our user name and password to access Prospectors Federal Credit Union Online banking, you are giving that person permission to conduct any transaction you could conduct yourself and you are responsible for all transactions initiated by that person. See Your Responsibility for Unauthorized EFT's below for more information.

### **Available Online Banking EFT Services**

Once you are logged into Online banking, you can perform the following electronic funds transfers:

1. Transfer funds between Prospectors Federal Credit Union accounts maintained under the same core member number (except holiday club, IRA and certificate);
2. Obtain an open-end credit line advance and have it deposited to your checking, regular share savings or money market account or issued by check payable to your and mailed to you at your address in our records;
3. Transfer funds from your checking, regular share savings or money market accounts to pay your Prospectors Federal Credit Union loans;
4. Verify loan and account balances, prior year and year-to-date dividends and last check clearance status;
5. Withdraw funds from your checking, savings or money market accounts in the form of a check payable to you and mailed to you at your address in our records.
6. Review transaction history.
7. Open and fund additional credit union accounts with the same combination of owners and beneficiaries (except IRA, HSA and fiduciary accounts);

8. Transfer funds from your accounts to the account of another Prospectors Federal Credit Union member (authorizations by both parties is required for privacy reasons). Funds transferred to an account on which I'm not the legal owner are non-revocable and cannot be reversed once the transfer has been made unless specifically authorized by the recipient;
9. Install third-party applications such as PayPal and Google Pay on your supported mobile device to initiate payments from your Prospectors Federal Credit Union checking account to third parties that accept such payments (see further information in Third party Mobile Payment Services below);
10. Pay bills online using the Online Bill Payer feature (see terms below).

### **Online Bill Payer Terms of Use**

With Online Bill Payer, you can use your access device with your username and password to pay bills from your Prospectors Federal Credit Union Checking Account. Online Bill Payer does not access savings or money market accounts. You can pay the same amount or a variable amount each month. You can also choose to pay bills individually as you receive them or schedule payment of certain bills automatically each month in a fixed amount. You can save or print copies of your authorizations. We will withdraw funds from your checking account by 3:00 p.m. on the day you have scheduled to process your payment.

The Online Bill Payer system will tell you the estimated amount of time it will take for your payments to reach your payees. You are responsible for scheduling bill payments to arrive at your payees on time. Prospectors Federal Credit Union will not have any liability to you or to any third party arising out of your use of Online Bill Payer except for actual damages (limited to late fees and interest) arising out of our failure to timely and accurately process a bill payment consistent with the instructions you enter. In no event will we be liable for alleged consequential, special, indirect or punitive damages arising out of your use of Online Bill Payer, such as alleged lost business opportunities or alleged harm to your credit standing.

An exception fee may be charged if, when using Bill Payer, an incorrect vendor name, address, customer account number or payment due is entered and we attempt to set up or send the payment. If you correct the inaccurate information before we attempt to set up or send the payment, no exception fee will be charged. Refer to the Fee Schedule.

### **SMS Text Banking**

If you enroll a mobile device in Online Banking and that device has SMS text message capability, you can use SMS Text Banking to enter text commands for certain Prospectors Federal Credit Union account transactions on your mobile device. Information and command codes are available through the MENU and HELP keys. SMS Text Banking enables you to:

1. View a list of our Prospectors Federal Credit Union accounts and available balances;
2. View individual Prospectors Federal Credit Union account transaction history;

3. Transfer money between Prospectors Federal Credit Union accounts under the same core member number; and
4. Unsubscribe from SMS Text Banking (including text alerts).

### **Third Party Mobile Payment Services**

If you want to use a registered mobile device to initiate PayPal, Google Wallet, Apple Pay or similar payment transactions provided by a third party, you will need to download those third-party payment applications to your device. To establish a Prospectors Federal Credit Union account as your payment source, you will need to enroll that account as your source account using the third-party payment application.

Your use of third- party mobile payment software applications and payment processing services will be subject to separate agreements with the third parties regarding licensing and terms and conditions of use. You are solely responsible for your use of and compliance with such third-party applications, services and agreements. Prospectors Federal Credit Union expressly disclaims any liability with respect to your use of such third-party applications and services, other than for our failure to accurately follow payments instructions you initiate within Prospectors Federal Credit Union. I understand and agree that your only responsibility in relation to said services is supplying information securely to the provider to allow my use of the service. You expressly disclaim any responsibility for the service, how the service functions, or my use or inability to use the service for any transaction. You are also not responsible for the service provider's or any other third party's conduct, including their performance of or failure to perform duties, contractual or otherwise, relating to my use of the service. I also understand that you can suspend and/or terminate my use of the card through a mobile payment service at any time at your sole and absolute discretion, without any prior notice to me. Following my enrollment in a third party's service, my Device could be used to initiate purchases of goods or services at a participating merchant similar to using my card at a merchant, or for "in-app" purchases or other available transactions in digital commerce, and any such transactions will be treated as Purchases made on my account. Such service transactions are subject to the terms and conditions of this Agreement. I understand that when I use my Device to access my account, I must protect my Device and any related passwords and/or user IDs from unauthorized access and use. In the event that I lose my Device or if it is stolen, I should treat such loss or theft as if I lost my card and contact you immediately. If I allow any person access to my Device, I understand that the person will be able to use my Device to access my account, and I am responsible for any transactions initiated by that person using the Device. You do not charge any transaction fees on my point-of-sale transactions at this time. However, I understand that other merchants and institutions may charge such transaction fees. This fee will be included in the amount of the transaction as it appears on my periodic statement. You may charge transaction fees in the future upon written notice at least twenty-one (21) days in advance, or as otherwise provided by law

### **Stopping Electronic Payments**

You generally cannot stop payment on Online Banking transfers once you initiate them. You can stop Online Bill Payer payments that have not yet occurred by deleting the payments from Online Bill Payer. If the payment has already been withdrawn and you notify us immediately by calling us at (909) 396-

9688, we may be able to stop the payment if it has not yet been cleared. Once the payment has cleared, you must handle any problems, disputes or questions directly with the payee.

### **Stopping Draft Payments**

- 1. Item Description.** I request Prospectors Federal Credit Union to stop payment on the share draft or check (either referred to hereinafter as “Item”). I warrant that the above description, including the date, its exact amount, the Item number, and payee are correct. I understand that the EXACT information is necessary for the Credit Union’s Online Banking system to identify the Item. I agree to pay the fee as stated in the most recent Schedule of Fees. If I give Prospectors Federal Credit Union the incorrect amount, incorrect Item number or any other incorrect information, Prospectors Federal Credit Union will not be responsible for failing to stop payment.
- 2. Electronic Draft/Check Conversion Transaction.** I understand that if I authorize the conversion of an Item to an electronic transaction that it will be presented for payment electronically through the automated clearinghouse (ACH) processes. I understand that Prospectors Federal Credit Union will not offer Stop Payments through Online Banking on Electronic Draft/Check Conversion Transactions, and instead I must contact Prospectors Federal Credit Union to stop such payments.
- 3. Stop Payment Requests.** I agree that Prospectors Federal Credit Union will not be responsible for stopping payments unless my Stop Payment Request is received by the Credit Union:
  - a. Within a reasonable time for the Credit Union to act on my request prior to final payment or similar action.**
  - b. This authorization is valid for six (6) months. If at the end of this period you feel it necessary to extend the stop payment period, it will be necessary for you to request this in writing.**

I understand that my Stop Payment Request is conditional and subject to the Credit Union’s verification that the Item has not already been paid or that some other action to pay the Item has not been taken.

- 4. Indemnification.** I agree to indemnify and hold Prospectors Federal Credit Union harmless from all costs, including attorney’s fees, (to the extent permitted by law) damage or claims related to Prospector’s Federal Credit Union’s action in refusing payment of the Item, including claims of any joint owner, payee, or endorsee, or in failing to stop payment of an Item as a result of incorrect information provided by me.

### **Online Banking Transaction Limits**

Online Banking debits (withdrawals) from regular share savings and money market accounts count toward the six-per-month limited on non-personal withdrawals you may make from your non-transaction accounts. Refer to the Deposits and Withdrawals section of your Prospectors Federal Credit Union Member Handbook and Account Agreement for more information on limits on certain types of withdrawals and transfers out of non-checking accounts.

Online Banking debits must be backed by available funds in the account you access unless you intend to rely on available overdraft protection by agreement on your Checking Account. Overdraft protection by agreement is available for Online Bill Payer debits on Checking Accounts. Discretionary overdraft protection may, at our sole option be available for Online Bill Payer debits on Checking Accounts. If you

do not have available overdraft protection available, Online Bill Payer debits will be declined, and our standard Returned NSF fee will apply. Refer to the Fee Schedule.

Overdraft protection is not available for Online Banking account transfers (for example, transfers from checking to regular share savings or transfers from checking to pay loans you have with us); instead the Online Banking transfer will be declined at no charge.

If your password is entered incorrectly more than 6 times in a row, your access to Online Banking will be blocked. If your account is blocked or you forget your username, please contact us at (909) 396-9688. Your username will be e-mailed to you at the address we have on file for you. To reset your password, you will need to use the 'forgot password' feature on the Prospectors FCU home page.

### **Alerts by Phone, Email and Mobile Text**

You may offer, at your discretion, certain account and service-related notifications, messages, and alerts (collectively "notifications") through email, phone, and/or mobile text messaging services (collectively "these services"). I agree that the following terms and conditions apply to these services: You may send alerts through my communication service provider in order to deliver them to me. My communication service provider will be acting as my agent in this capacity. Unless otherwise specified, you may use any telephone number or email address you have in your records for me, and/or any other contact information I may provide to you for these services, in order to send me certain information about my account and services. I will indemnify, defend and hold you harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from my provision of a phone number, email address, or other delivery location that is not my own or my violation of applicable federal, state or local law, regulation or ordinance. My obligation under this paragraph shall survive termination of this Agreement. These services will be provided for my convenience and do not replace my monthly account statement(s), which is the official record of my accounts, and certain conditions may apply. These services may not be encrypted and may include personal or confidential information about me, such as my account activity or status. For phone notifications, information may be delivered to voicemail or answering machines if nobody answers the phone. Notifications may be delayed or impacted by factor(s) pertaining to my Internet service provider(s), phone carriers, or other parties. You will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed or misdirected delivery, or mishandling of, or inaccurate content in, the notifications sent through these services. If I have other types of accounts with you, these services may give me access to information on those other accounts as well. Although you charge no fees for these services, I will be responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by my communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Different options may be offered to me for the cancellation of these services. For example, I may cancel the Text Services at any time by texting STOP in reply to any alert texted to me.

### **Fees**

There are no fees to use Online Banking or Online Bill Payer. However, special handling such as stop payments requests may be subject to fees. See the Fee Schedule.

### **Documentation of Online Banking Transactions**

Online Banking transactions will be reflected on your periodic statements, and you can use Online Banking to review our account history at any time. You can also save and print copies of Online Bill Payer authorizations.

### **Your Liability for Unauthorized Online Banking Activity.**

Notify us immediately if you believe an unauthorized person has gained access to your access device, username or password or there has been or may be unauthorized Online Banking activity on any Prospectors Federal Credit Union account of yours. Please refer to How to Contact Us at the end of this document. Calling us is the best way to keep your possible losses down. If you do not tell us promptly, you could lose all of the money in your account(s) plus any available credit limit or funds in accounts linked as an overdraft protection sources to the account subject to unauthorized access.

If you report the loss, theft or actual or potential unauthorized use of your access device, user name or password to us within two days after you learn about it, you can lose no more than \$50 if someone used your access device, user name or password without your express or implied permission.

However, if your DO NOT tell us within two (2) business days after you learn of the loss, theft or actual or potential unauthorized use and we can prove we could have stopped someone from accessing your account via Online Banking without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (6) days after the Statement was mailed to you or we sent you an e-mail notice that your electronic statement was available for viewing, you may not get back any money you lost after sixty (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 may extend the time periods.

Please consult your applicable loan agreements for liability for unauthorized direct Online Banking access to your Prospectors Federal Credit union lines of credit.

If an authorized person requests the Credit Union to issue an Online Banking user name and password to someone, the recipient is deemed to have been given your permission to withdraw funds from and perform any other transaction on your accounts that you could perform yourself. You are responsible for all of their transactions, whether or not you gave them permission to make the specific transaction. This rule regarding authorization also applies if you yourself give another person your Online Banking username and password. You are obligated to repay any charges resulting from the use of Online Banking with the express or implied permission of any authorized person, regardless of whether the person stays within the scope of your permission. Once you have given someone express or implied permission to use your username and password to access Online Banking, all transactions by that person

are considered authorized until you notify us and change your Online Banking username and password. We are not subject to agreements between you and third parties limiting their access to your accounts.

### **Credit Union Liability**

If we do not properly complete an Online Banking transaction according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable if:

1. Through no fault of ours, your account does not contain enough money, or you do not have available credit or overdraft protection by agreement to make the transaction;
2. The Online Banking system was not working properly, and you knew about the breakdown when you started the transaction;
3. Money in your account is subject to legal process or other claim;
4. We have blocked access to your account due to your failure to meet your obligations to us;
5. We have blocked the username or password you are attempting to use due to its having been reported to us lost, stolen or otherwise subject to access by an unauthorized person;
6. Circumstances beyond our control, such a fire, flood, electrical failure, or malfunction of the central data processing facility prevent completion of the transaction despite our reasonable precautions; or
7. We establish other lawful exceptions and give you legally required advance notice of them.

In no event will Prospectors Federal Credit Union be liable for consequential, indirect or punitive costs or damages that you claim resulted from our failure to properly process your Online Banking transactions. We will carry out instructions the Online banking system receives. We will not incur liability for doing so in a reasonable manner. You agreed to defend, indemnify and hold Prospectors Federal Credit Union and our third-party service providers harmless from all costs, claims, damages or liability to which we become subject as a result of carrying out in a reasonable manner instruction received through Online Banking.

### **Privacy**

With respect to EFT's, in the ordinary course of business, we will disclose information to third parties about your accounts or the transfers you make:

1. When necessary to complete transfers or investigate claims of unauthorized activity or other errors;
2. To verify the existence and condition of your accounts for third parties such as consumer reporting agencies or merchants;
3. To comply with valid government agency or court orders; or
4. If you give us your written permission.

Please refer to our Privacy Policy for a comprehensive discussion of Prospectors Federal Credit Union's policies on maintaining the privacy of your personal and financial information,

## **In Case of Errors or Questions About Your Online Banking Electronic Fund Transfers**

If you think that an Online Banking transaction shown on your statement is wrong, or if you need more information about an Online Banking transaction, contact us at the telephone number listed under How to Contact Us at the end of this document. Please tell us all the information requested under What to Tell Us in Case of Any Error or Inquiry.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. If you tell us orally, we may require that you sent us your complaint or question in writing within ten business days. We will tell you the results of our investigation within ten business days (twenty business days if your account is less than 30 days old) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 business days if your account is less than 30 days old) to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your account while we investigate.

We will give you a written explanation of our investigation within three business days of completing it, whether or not we decide there was an error. You may ask for copies of the documents that we used in our investigation.

If we find that there was an error, we will notify you and will pay certain items that overdraw your account and refund any overdraft fees for said items, but only to the extent the overdrafts are equal to or less than the amount of the error. If any item overdraws your account by more than the amount of the error, you will be charged overdraft fees.

## **Additional Online Banking Services**

### **Additional Services Available Within Secure Online Banking**

In addition to Online Banking electronic fund transfers, you can log into Prospectors Federal Credit Union's secure Online Banking system to perform the following additional activities:

1. Complete pre-filled Credit Union consumer loan application;
2. Check loan application status;
3. Enroll in e-mail or text account status alerts;
4. Order checks;
5. View cleared Check images;
6. Use the Online Bill Pay feature to set up electronic bill presentment from participating billers;
7. Submit stop-payment requests on personal checks
8. Update your personal information including your name, postal address, e-mail address and telephone number.
9. Update your Online Banking access credentials;

10. Exchange secure messages with Credit Union personnel; and

### **Remote Deposit Capture Terms and Conditions**

By enrolling in and submitting any item for deposit payments via Prospectors Federal Credit Union's Remote Deposit Capture (RDC) service, you agree to these terms and conditions. Prospectors Federal Credit Union can require you to apply for and be approved for RDC prior to enrollment. RDC allows you to make check deposits to your Prospectors Federal Credit Union savings and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to Prospectors Federal Credit Union. You can use a scanner connected to a personal computer with Internet access or an Android or iPhone/iPad mobile device with a camera to which you have downloaded our Mobile banking application to send us check images for deposit.

### **The following terms and conditions apply to RDC:**

Deposits to your Prospectors FCU account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

Eligible Items for Deposit through Mobile Deposit Capture are 'checks' as defined in Federal Reserve Regulation CC. You agree that the image of the check transmitted to us shall be deemed an 'item' within the meaning of Article 4 of the Uniform Commercial Code.

- Unacceptable Items for Deposit include:
- Checks drawn on a foreign bank
- Money orders
- Travelers checks
- Checks payable to an individual not on the account
- An item drawn on your account at Prospectors FCU
- An item that contains evidence of alteration
- A check previously converted to a 'substitute check', as defined in Regulation CC
- A stale dated, expired, or postdated item
- Any item that has been re-deposited or returned such as 'non-sufficient funds' or 'Refer to maker' or any other reason
- Cash
- Savings Bonds

Deposits made through Mobile Banking using the Mobile Deposit Capture method will follow the same availability requirements as any other deposit we receive from you. Regular hold times are as follows:

- All checks deposited on one business day will be combined for an aggregate amount
- The first \$225 will be made available the 1st business day after the day of deposit
- The remaining amount will be made available the 2nd business day after the day of Deposit not to exceed the \$5000 daily limit
- All credit is provisional until credit has been received by the paying financial Institution

We reserve the right to extend any hold placed in an emergency situation where there is a failure of communications or computer equipment and if we have any reason to believe an item will not be paid.

You agree that any items submitted for deposit using our Remote Deposit Capture service include the following Endorsement, Retention and Disposal requirements:

- You agree to properly endorse the check on the back as it appears on the Payable to line and the words **FOR MOBILE DEPOSIT ONLY PROSPECTORS FCU** are required
- You agree to securely store each original check that you deposit using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you will safely destroy the original check
- You agree to never re-present a check for deposit
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks
- You promptly provide any retained check to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes.
- If you are unable to provide us with the check requested, you will be liable for any unresolved claims by third parties.

**YOU AGREE** not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. Prospectors Federal Credit Union and our third-party providers of RDC retain all ownership and proprietary rights in the Services, associated content, technology and web sites.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE RDC SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE RDC SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE RDC SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE RDC SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE RDC SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE RDC SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION NOR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF,

**WE CAN CHANGE THE TERMS** of these terms and conditions by notice to you, If you become indebted to us by your use of RDC, you agree that we can recover costs we incur in collecting what you owe, including attorney’s fees and costs in addition to any other remedies the court finds proper. If a provision of these Terms and Conditions is found to be invalid, the remaining provisions will continue in effect.

## **Online Forms**

The Credit Union provides several online forms to better serve the needs of its members. We collect personal information you provide us such as name, address, and other information when you submit a form on our website. Personal information provided by a user using the Credit Union's online forms is used only to process the member's request for service. All information that passes between the member's computer and Credit Union's website is encrypted to protect the user's privacy.

## **Email Communication**

Personal information transmitted to the Credit Union may be used by Credit Union staff to respond to inquiries for service or information or to improve Credit Union services. Since email communication may not be secure, users should seek alternatives to email when it is necessary to provide sensitive or personal information. The Credit Union will not transmit sensitive or personal information when communicating via email.

## **Member and Former Member Privacy (Gramm Leach Bliley Act, 12 CFR Part 716)**

This policy covers "non-public personal information," which is called "personal information", in this policy. This means personally identifiable information that the Credit Union, obtains about you in providing services to you. It does not cover information actually obtained from public sources such as telephone directories without reference to information supplied by you in connection with requests for financial services. It does not cover information not identified with any individual member. In this policy, the term "member" refers to both current and former members, and also refers to non-member joint owners of accounts and non-member obligors on loans.

Where we may collection personal information about you:

- From your applications for our services;
- From consumer reporting agencies such as credit bureaus;
- From third parties we ask to verify information you have provided on your applications for our services, such as employers or other creditors;
- From third parties with whom we have arrangements to provide services to you, such as financial institutions whose ATMs you use, merchants who accept your Credit Union credit card, mortgage lenders or vehicle dealers;
- From cookies on our web site;
- From third parties we may contract with to help us develop our membership and service penetration.

Types of personal information we collect and may disclose about you to third parties as described in this policy:

- We may disclose information about you as required or allowed by law. Examples of general circumstances under which we may disclose information about you include but are not limited to:
- When necessary to provide services that you request;
- When necessary to conduct our business or protect the security of funds and information;

- When requested by our auditors, legal advisors, insurers, and regulatory agencies;
- If required to do so by law, such as when we receive a court order, levy, subpoena, or other valid legal process;
- If you give us written permission.

Specific examples of types of third parties to whom we disclose personal information as described above include but are not limited to:

- Credit bureaus;
- Third party vendors that assist us with providing or marketing Credit Union services, such as check printers, mail houses, plastic card processors, and vehicle dealers participating in our dealer loan programs (these are called service providers);
- Third parties involved in processing your Credit Union transactions, such as the Federal Reserve and other financial institutions;
- Third parties whose involvement in your transactions with us is necessary to meet our business needs, such as the Department of Motor Vehicles, companies that insure collateral you pledge as security for Credit Union loans, and debt collectors.
- We disclose information about former members and other former customers only as permitted or required by law. Subject to these limits, we may disclose any information we have about former members and other former customers.

#### **Our maintenance of the privacy and security of your information**

- Credit Union staff, management and volunteers are trained to keep member information strictly confidential. When appropriate and necessary to protect your privacy, we require third parties to whom we release personal information to agree in writing to maintain appropriate physical, procedural and electronic safeguards to protect the information and to limit their use and disclosure of personal information to purposes that we authorize. Within the Credit Union, we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your personal information.

#### **Web Site**

At our public website, [www.prospectorsfcu.org](http://www.prospectorsfcu.org), you can obtain up-to-date information about Prospectors products, services and promotions, use our branch and ATM locator feature, review extensive financial education materials. No log-in is required to use the public web site.

#### **How to Contact Prospectors Federal Credit Union**

**By Telephone:**  
(909) 396-9688

**Report Lost or Stolen VISA Debit Cards After Hours at:**  
CO-OP (888) 241-2440 (7 days a week / 24 hours a day)

**Report Lost or Stolen VISA Credit Cards After Hours at:**  
Certegey (800) 325-3678 (7 days a week / 24 hours a day)

**By E-mail:****info@prospectorsfcu.org**

Please DO NOT use e-mail to send personal financial information such as account numbers, social security numbers or other information that must be kept secure. Do not send urgent e-mail messages such as information about lost or stolen cards.

**By Writing:**

Prospectors Federal Credit Union

Attn: Member Services

1310 S Valley Vista Dr.

Diamond Bar, CA 91765

**What to Tell Us in Case of Error or Inquiry**

- Your name
- Your account number
- The date of the questioned transaction
- Any transaction number associated with the transaction
- The dollar amount of the suspected error
- A description of the error or transaction you are not sure about
- Your explanation, if you can provide one, of why you believe there is an error
- If you need more information about a transaction, ask us for clarification.

**\*See CCPA Disclosure on our website for Residents of California**