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ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

*PLEASE KEEP
FOR YOUR RECORDS
THIS DISCLOSURE SUPERSEDES
ANY DISCLOSURE RECEIVED
PRIOR TO THE EFFECTIVE
DATE SHOWN BELOW*
Effective April 1, 2020

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ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

In the following Disclosure and “Agreement”, the words “YOU” and “YOUR” mean each and all of those who apply for and/or use any of the electronic services described in this Agreement. The words “WE”, “US”, “OUR” and “Credit Union” mean PROSPECTORS FEDERAL CREDIT UNION.

YOUR acceptance, retention or use of an ATM Card, ATM Debit Card or other electronic funds transaction hereunder constitutes an agreement between You and the Credit Union.

This Agreement is given in compliance with the Electronic Funds Transfer Act (15 U.S.C., 1693, et. seq.) and Regulation E (12 CFR 205, et. seq.) to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

At the present time, PROSPECTORS FEDERAL CREDIT UNION participates in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; preauthorized deposit of payroll deduction; preauthorized deposit (Direct Deposit) of pension checks and Federal Recurring Payments (for example, Social Security payments); preauthorized payments to a third party (for example, insurance premiums and mortgage payments); preauthorized transfers from another financial institution; VISA Credit Card (when used to obtain cash from your Checking or Savings Account); Prospectors telephone banking; VISA Debit Card; Home Banking; an automated teller machine (ATM) electronic funds transfer (EFT) services; transactions at a point of sale (POS) terminal whether or not an access device is used and certain electronic access systems including but not limited to mobile banking, Web Bill Pay, Voice Recognition, on-line loan and member applications, ATM locator, alerts by phone, email and mobile text services. Disclosure information for each service is given below and followed by general disclosure information applicable to all electronic services and certain electronic access systems including but not limited to mobile banking, Web Bill Pay, Voice Recognition, on-line loan and member applications, ATM locator, alerts by phone, email and mobile text services. You understand that the agreements, rules and regulations applicable to your Regular Savings Account, Checking Account, VISA Credit Card, and any other applicable account, remain in full force and effect and continue to be applicable except as specifically modified by this Disclosure and Agreement. Upon request of the Credit Union you agree to file a police report in regards to any misuse of the services listed in this brochure.

Your acceptance, retention or use of the VISA Credit Card, ATM Card, VISA Debit Card, or Personal Identification Number (PIN) or Access Code constitutes an agreement between us and you as described below.

CARDHOLDER AGREEMENT

If so, designated on the Application for Membership and Programs, you hereby apply to Prospectors Federal Credit Union for an ATM Card and/or VISA Debit Card (herein referred to as "Card") privileges and agree to all of the following terms and conditions. These terms and conditions also apply when your VISA Credit Card is used to obtain cash at an ATM or POS terminal from your Checking or Savings Account. I understand that the card may be issued to minors as long as there is an adult joint owner (parent or guardian) or authorized signer on the account. Additional restrictions may apply.

1. The term "Card" means any VISA Credit Card (when used at an ATM or POS Network to withdraw cash), VISA Debit Card, or ATM Card subject to this Agreement as disclosed. The Card is the property of the Credit Union and you agree to surrender the Card to the Credit Union promptly upon demand. We may cancel, modify or restrict the use of the Card upon proper notice or without notice if your account is overdrawn, if we are aware that you have violated any term of this Agreement (whether or not we suffered a loss) or where necessary to maintain or restore the security of your account(s) or the ATM system.
2. The Credit Union issues the Card for your use only. You assume responsibility for all transactions made through the Card to include access to any lines of credit or Savings or Checking Accounts under this account number.

3. You will be assigned a Personal Identification Number (PIN). At no time will you reveal or make available, directly or indirectly, the Personal Identification Number to any other person.
4. Any loss or theft of the Card and/or PIN must be promptly reported to Prospectors Federal Credit Union at (909) 396-9688.
5. The use of the Card is subject to regulations on Regular Savings Accounts, Checking Accounts, and any lines of credit. You agree not to withdraw funds in excess of the balance in your Regular Savings or Checking Account, including any agreed upon line of credit.
6. You agree to pay all fees or costs and authorize Prospectors Federal Credit Union withdraw any fees or costs or overdrafts created from any of your available accounts.
7. All deposits are credited subject to verification as required by applicable Federal regulations and your account agreement.
8. You agree that when you deposit a check, draft or other non-cash item, the Credit Union has the right to collect those funds before making the money available to you, as outlined in the Funds Availability policy.
9. Nothing in this Agreement shall be deemed to annul, limit or in any way modify any other obligation or relationship you may have with the Credit Union now or hereafter.
10. For Diamond Bar our business days and hours are Monday, Tuesday and Friday 9:00 am to 5:00 pm, Wednesday 10:00 am to 5:00 pm and Thursday 9:00 am to 6:00 pm. For West Covina our business days and hours are Monday, Tuesday, Thursday and Friday 9:00 am to 5:00 pm, Wednesday 10:30 am to 5:00 pm. We are closed on all Federal Banking Holidays as posted.

ATMs and POS terminals and Electronic Access Systems are generally open, 24 hours a day, 7 days a week. However, they may be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet provider and Internet software.

11. We will 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 condition of your account for a third party, such as a credit bureau or merchant; or
 3. In order to comply with a government agency, court order or any legal process; or
 4. If you give us written permission.
12. In case of errors or Questions about your electronic services Transactions. Call us at (909) 396-9688, or write us at PROSPECTORS FEDERAL CREDIT UNION, 1310 South Valley Vista Drive, Diamond Bar, CA 91765 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 sixty (60) days after we send you the FIRST statement on which the problem or error appeared.

You must:

1. Tell us your name and account number;
2. 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

3. Tell us the dollar amount of the suspected error. If you tell us orally, we will require that you send your complaint or question in writing within ten (10) business days. We will determine if an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the 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 ten (10) business days, we may not provisionally credit your account. At the conclusion of our investigation, you will be informed of the results. If we determine that there was no error, you will be sent a written explanation. You may ask for documents used in the investigation. understand and agree that any questions regarding quality of goods and services should be directed to the merchant.

EXCEPTIONS. We have up to twenty (20) business days to provisionally credit your account if the notice of error involves an electronic fund transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e. a new account). For new account transactions, or foreign-initiated transactions, or resulting from point-of-sale debit card transactions (including all debit card transactions, those for cash only, at merchant's POS terminals, and also including mail and telephone orders), we may take up to ninety (90) calendar days to complete your investigation.

ATM DEBIT CARD EXCEPTION. We will provide provisional credit within five (5) business days of notification of a lost/stolen card unauthorized transaction in accordance with the current VISA USA Inc. Operating Rules and Regulations. We will tell you the results of our investigation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If an Automated Clearing House (ACH) transaction (preauthorized recurring transfer) takes place that you did not authorize (never authorized, or previously authorized but cancelled, or authorized but for a different amount or different date), We must hear from you as soon as you are aware of the unauthorized transfer, or within sixty (60) days of our sending the periodic statement showing the unauthorized or erroneous entry. If you tell us orally, we require you to give or send us a signed "ACH Stop Payment or Claim of Unauthorized Transaction."

ADDITIONAL DISCLOSURES APPLICABLE TO CARD TRANSACTIONS

If requested that we issue you an ATM or ATM Debit Card and PIN to be used to transact business at any of our proprietary ATMs or any ATM displaying the Star®, Plus® logo or belonging to the CO-OP Network Shared Network of ATMs or a Visa Credit Card then the information below applies to you.

ATM TRANSACTIONS AVAILABLE: Types of available transactions are listed below. You understand we may offer additional services in the future and if so, you will be notified of them. Transaction types and services may be limited on certain ATMs on the systems which are not owned by us (non-proprietary ATMs), such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an "invalid transaction". In addition, when you use a non-proprietary ATM, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry). Your Visa Credit Card, ATM Debit Card and/or account may not be used for any illegal activity or transaction. Further, you may not utilize your Visa Credit Card, ATM Debit Card and/or account for the purchase of any goods or services on the Internet that

involve illegal gambling of any sort. Such transactions include, but may not be limited to, any quasi-cash or illegal online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or illegal off-track betting or wagering. However, in the event that a charge or transaction described in this paragraph is approved and processed, you will still be responsible for such charge.

Ownership of Card: The card (whether used at POS terminals or ATMs) remains your property, and I agree to surrender the card to you upon demand. You may cancel, modify, or restrict the use of any card upon proper notice or without notice if any of my accounts are overdrawn, if any of my loan accounts are delinquent, if an advance drawn on any loan exceeds my credit limit, if I use my card in any manner that may cause loss to you, or if you are aware that I have violated any terms of your agreements and disclosures, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM systems.

You may use your ATM Card, VISA Debit Card or VISA Credit Card at an ATM to:

1. Obtain cash withdrawals
2. Point of Sale (POS) transactions may be made at selected merchant terminals displaying the Network logos imprinted on the back of your Debit Card or ATM Card. The amount of the purchases will be automatically deducted from your Share Draft Account only;
3. Conduct Point of Sale (POS) transactions (VISA Debit Card only) which allow you to directly debit (withdraw) funds to pay for the purchase of goods or services at a merchant or order goods or services by mail or telephone at places that accept VISA Cards (may only be made by a debit from your Share Draft Account);
4. Inquire as to your balance in your Share Draft and/or Regular Share Account;
5. Withdraw cash from your Share Draft Account;
6. Withdraw cash from your Regular Share Account;
7. Transfer funds between your Regular Share or Share Draft Accounts;
8. Make deposits* to your Share Draft or Regular Share Account associated with your Debit Card or ATM Card;
9. Withdraw cash from your account at ATMs, merchants, or financial institutions that accept VISA Cards or display the logo of an ATM Network affiliated with the Credit Union.

* Deposits can be made only at ATMs bearing the Prospectors Federal Credit Union name or CO-OP Network machines. The logos for the Networks we participate in are imprinted on the back of your Debit Card or ATM Card. You may use your ATM Card, VISA Check Card or VISA Credit Card at automated teller machines (ATMs) identified with a logo for any network or system as we may designate.

You agree to follow the instructions posted or otherwise given by us or any ATM network accessed by the ATM Card, VISA Debit Card or VISA Credit Card.

ACCOUNT ACCESS: The ATM services made available to you depend on the type of account(s) you maintain. The ATM services which we will make available to you and which are covered by this Disclosure and Agreement are:

1. Deposits to my Share Account and Share Draft Checking Account at your proprietary ATM(s) and terminals displaying a CO-OP Network logo.

2. Withdrawals from my Share Account and Share Draft Checking Account at our proprietary ATM(s) or CO-OP Network
3. Transfers from my Share Account to my Share Draft Checking Account within the same account number at your proprietary ATM(s) and some shared network ATMs;
4. Balance inquiries at our proprietary ATM(s) and at the CO-OP Network

We may offer additional services in the future and, if so, you will be notified of them. Unless otherwise noted, the above services are generally available at ATMs on the CO-OP Network, and Shared Network System

LIMITATION ON TRANSACTIONS: Subject to the available balance in your account(s), Withdrawals from most ATMs are limited to a maximum \$300.00 per 24-hour period. Note, however, that withdrawal limitations may vary between networks and individual machines. In addition, we reserve the right to adjust my maximum per day cash disbursement levels, from time to time, at our sole discretion. Generally, withdrawals must be in multiples of \$5.00, \$10.00 or \$20.00, depending on the ATM location. Minimum withdrawal amounts and increment amounts may vary depending on the system or machine you access.

**For security reasons, in the event your ATM or ATM Debit Card or PIN is lost or stolen, there are limits on the dollar amount of transactions you can make on the ATM System

ADDITIONAL TRANSACTIONS AVAILABLE (VISA Debit Card only): In addition to the above you may use the VISA Debit Card and PIN to:

1. Withdraw cash from your Account at ATMs, merchants, or financial institutions that accept VISA Cards or display the logo of an ATM Network affiliated with the Credit Union;
2. Transfer funds between your Account and another Account you have with the Credit Union;
3. Make deposits to your Accounts at the Credit Union. You may use the VISA Debit Card without the PIN to:
4. Purchase goods or services at places that accept VISA Cards (these are point of-sale or POS transactions);
5. Order goods or services by mail or telephone from places that accept VISA Cards;

Some of these services may not be available at all terminals. Use of the VISA Debit Card, the Account number on the Card, the PIN or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, ATMs or others who honor the VISA Card is an order by you for the withdrawal of the amount of the transaction from your Account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the VISA Debit Card will be charged to your Account on the date the transaction is posted to your Account.

When you use your VISA Debit Card to pay for goods or services at a merchant or Point-of-Sale terminal, or to obtain cash, you use it as a debit card and it works like a check you write on your Account. Your VISA Debit Card is not a credit card which means you may not defer payment of VISA Debit Card transactions. When you use your VISA Debit Card, you must follow the merchant's or financial institution's rules and you may be asked to sign a sales slip. Some merchants may impose a fee for VISA Debit Card use and we will not be liable for that fee or if the merchant or financial institution refuses to accept your VISA Debit Card or VISA Debit Card number. We may debit or place a hold on funds in your Account(s) for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier. If a merchant or financial institution

requests an authorization for a transaction you want to conduct, we may place a hold on your Account(s) for the amount authorized. As a result, you will not have access to the funds on hold, other than for the transaction authorized, until the hold expires.

You may not stop payment on a VISA Debit Card transaction. Furthermore, in the event of a dispute with a merchant, you may have to settle directly with that merchant. If the merchant misrepresents the quality, price or warranty of the goods or services for which you paid with your VISA Debit Card, you indemnify us for all damages and liability which results from the misrepresentation. If you breach or do not fulfill the terms of your agreement, you also indemnify us for all resulting damage and liability.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (VISA Debit Card):

The following limitations apply to the use of the VISA Debit Card:

1. You are limited to the amount on deposit in your Account, not to exceed \$2500;
2. There are no limitations to the frequency of VISA Debit Card transactions imposed by the Credit Union; however, there may be limitations imposed by the merchant or the terminal.

WHEN USING THE VISA CREDIT CARD AT A VISA NETWORK OR PROSPECTORS FCU ATM: You may, with your Credit Card PIN, make cash advances from your Credit Card Account. You may or may not be able to access your other accounts via the VISA Network ATM depending upon which other Networks the ATM is connected to.

WHEN USING THE ATM CARD OR VISA DEBIT CARD AT ANY DESIGNATED ATM NETWORK: You may make withdrawals or other transactions in accordance with the "Transactions Available" section above.

ATM SERVICE: The PROSPECTORS FEDERAL CREDIT UNION ATM service is available 24 hours a day, seven days a week.

CONFIDENTIALITY OF PIN: Both a Card and a Personal Identification Number (PIN) will be used each time you use an ATM. The following conditions must be observed for both the privacy and protection of your account and the system: You agree to hold your Personal Identification Number (PIN) in strict confidence, and you will notify the Credit Union immediately if the VISA Credit Card, VISA Debit Card, or ATM Card, or PIN is lost or stolen. As a precaution you should:

1. Never write your PIN on your VISA Credit Card, VISA Debit Card, or ATM Card or any material carried near or with your card;
2. Never let anyone else use your Card;
3. Never tell anyone your PIN;
4. Never let anyone watch you use your Card or PIN at an ATM.

YOU MUST TELL US IMMEDIATELY OF ANY LOSS OR THEFT OF YOUR CARD AND/OR PIN. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD, REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY THE USE OF THE CARD. YOU MUST TELL US IMMEDIATELY IF YOU GIVE YOUR CARD OR PIN TO ANYONE. ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED TO BE AUTHORIZED BY YOU.

** You agree to memorize your PIN and will not write it on the Card(s). If you forget your PIN you may contact us and a new card will be issued at a charge set forth in our Disclosure of Fees and Charges.

You understand that the use of the PIN to access Credit Union accounts will acknowledge acceptance of the following terms and conditions:

1. The Credit Union registers the PIN for your use only. You assume responsibility for all transactions made through the systems.
2. The PIN and Card remains our property and you agree to surrender the Card to us upon demand. We may cancel, modify or restrict the use of any Card upon proper notice or without notice if your account is overdrawn, or if we are aware that you have violated any term of this Disclosure and Agreement, whether or not we suffer a loss, or where necessary to maintain or restore the security of Your account(s) or the ATM system. We also reserve the right to recall the Card through retrieval by any of the ATMs. You may cancel your PIN and Card privileges at any time by notifying Prospectors Federal Credit Union in writing at **1310 South Valley Vista Drive, Diamond Bar, CA 91765.**
3. You understand that the PIN which you have selected or that was issued with the card is personal and confidential. Therefore, you agree to take all reasonable precautions that no one else learns your PIN. At no time will you reveal or make available, directly or indirectly, the PIN to any other person.
4. Any loss or theft of your PIN must be promptly reported by calling the Credit Union at (909) 396-9688. Once issued, the Credit Union does not maintain a record of the PIN selected; if the PIN is lost or stolen you must apply for a new PIN.
5. The use of your PIN is subject to all agreements and regulations on Checking and Regular Savings Accounts. You agree not to withdraw funds in excess of the balance in your accounts, including any agreed upon line of credit.
6. If a PIN is requested for a joint account, you agree to be jointly and severally liable under the terms of this Agreement. You should use caution at all times when using an ATM. Some precautions you can take are: observe the area for anything unusual or suspicious; lock your vehicle when you leave it; have your Card in your hand as you approach the machine; avoid reaching in your wallet or purse in front of the ATM; avoid counting your cash at the ATM; lock the doors and roll up all but the driver's window when using a drive-up ATM. If you feel unsafe for any reason, you should leave the area immediately.

MAKING ELECTRONIC FUND TRANSACTIONS. You agree to follow the instructions posted or otherwise given by us or any ATM Network concerning use of ATMs.

RIGHT TO RECEIVE DOCUMENTATION. You can receive a receipt from the ATM at the time you make a transaction. you should retain this receipt to compare with your statement from us.

FOREIGN ATMS. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if I do not complete a fund transfer.

NOTE: Three (3) bad PIN tries in 24 hours will make the Card invalid for the next 24 hours.

DEPOSITS: You understand and agree that we accept funds deposited at an ATM subject to verification and collection, and receipts issued by an ATM are binding only after verification.

Funds deposited by check may be unavailable for withdrawal until collected by the Credit Union. The delay will depend upon Credit Union policies as permitted by law, and you should refer to the Credit Union's Disclosure of Funds Availability Policy for details.

TRANSACTION AUTHORIZATION: By using your ATM Card, VISA Debit Card or VISA Credit Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide account balance information or to make withdrawals and transfers into or from your accounts with the Credit Union, in accordance with the instructions given to the automated teller machine. If you authorize us to issue an ATM Card, VISA Credit Card or VISA Debit Card (or any other access device) to anyone else, or if you permit any person to use your Card, you authorize that

individual to withdraw funds from any Account (including your Line of Credit Account) which can be accessed by the ATM Card, VISA Debit Card or VISA Credit Card, regardless of whether that individual is authorized to withdraw funds from the Account by means other than the use of the ATM Card, VISA Debit Card or VISA Credit Card.

FOREIGN TRANSACTIONS: Purchases, cash advances and credits made in foreign currencies will be billed to your Account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with the VISA operating regulations for international transactions. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date plus 1%. The conversion or date of the posting of the Account. When a credit to the Account does not fully offset a charge to the Account due to changes in the rate, you are responsible for the differences.

OVERDRAFT TO A LINE OF CREDIT: If you have a Line of Credit in conjunction with your Checking Account, then you may use that line of credit to fund any overdraft on your Checking Account caused by ATM access. Other than by the specific overdraft provision agreed to by you separately, you may not use your ATM or VISA Debit Card(s) to overdraw your Checking Account, your Regular Savings Account, or your Line of Credit, unless applicable. However, if you do overdraw, you authorize us to cover the overdraft as follows:

1. Overdrawn Checking Account: Withdraw funds from your Share Account or make a cash advance from your Line of Credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
2. Overdrawn Share Account: Withdraw funds from your Checking Account or make a cash advance from your Line of Credit, if any, or make a withdrawal from your other accounts, including accounts on which you are a joint owner.
3. Overdrawn Line of Credit: Withdraw funds from your Share Account, Checking Account or from your other accounts, including accounts on which you are a joint owner.

Overdrafts which cannot be honored are payable upon demand and may result in termination of your account(s).

DOCUMENTATION OF TRANSFERS:

1. Transaction Receipt. You will receive a receipt at the time you make an ATM or Point of Sale transaction. You should retain this receipt to compare with your statement from us.
2. Periodic Statement. You will receive a monthly statement (unless there are no transactions in a particular month), for the account(s) which you have accessed using the ATM Card, the ATM-Debit Card, or Electronic Access Services which will show the calendar date that you initiated the transaction, the type of transaction and the type of account(s) accessed by the transaction, and the amount of transactions occurring in that statement period. You will get a statement at least quarterly.

ILLEGAL TRANSACTIONS: You are prohibited from using your ATM Card, VISA Debit Card, VISA Credit Card, your Card numbers or PINs for illegal transactions including, but not limited to, illegal internet gambling. You agree to indemnify the Credit Union for illegal transactions you conduct using your ATM Card, VISA Debit Card or VISA Credit Card, the Card numbers or PIN.

ONLINE E-MAIL COMMUNICATIONS: You can communicate with us via electronic mail (e-mail) by logging on to our web site and following the instructions for contacting us. However, you

may only e-mail us general questions and not account information questions. We will not respond to account information related questions sent to us via e-mail. Also, you should not send us any confidential account information via e-mail. We will only respond to e-mail sent to us via our web site. You cannot perform transactions on your account via e-mail. You cannot request a stop payment or report an unauthorized transaction via e-mail. Since these types of requests require expeditious handling; you must make these requests by calling or mailing us. You agree that we may take a reasonable amount of time to act on any e-mail we actually receive from you. Any information you receive from us in response to your e-mail questions is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision you make using this information. We will only respond to e-mails from the e-mail address we have on file for you. If you change your e-mail address, you must notify us in writing before your address changes.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING

You must tell us AT ONCE if you believe your ATM Card, ATM Debit Card, (collectively "Cards") Electronic Access PIN, ATM PIN or ATM Debit Card PIN, (collectively "PINS") has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. you could lose all the money in your account (plus your maximum overdraft line of credit). However, if you believe your Card or PIN has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card, Electronic Access PIN or ATM PIN and we can prove we could have stopped someone from using your ATM Card, Electronic Access PIN or ATM PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if our statement shows transfers that you did not make, including those made by card, code or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission. If good reason (such as a long trip or a hospital stay) kept us from telling you, you will extend the time period. Exceptions for ATM Debit card Point-of-sale Transactions. You will have no liability for unauthorized transfers on a lost or stolen ATM Debit Card. We may require you to provide a written statement regarding claims of unauthorized transactions. These exceptions do not apply to ATM Debit Card transactions at an ATM or transactions not processed through the VISA Network. These limitations may be exceeded to the limit allowed by federal or state law if the Credit Union determines that you were grossly negligent or fraudulent in handling your Account or Card

ADDITIONAL DISCLOSURE APPLICABLE TO ATM OR ATM DEBIT CARD WHEN USED AT A POINT OF SALE DEVICE

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSACTIONS: By use of your ATM or ATM Debit Card, you authorize us to make withdrawals from your Checking Account for cash advances and/or purchases

ACCOUNT ACCESS: You may use your ATM or ATM Debit Card to withdraw cash from your

Checking Account by way of a cash advance from merchants, financial institutions or others who honor the Card and/or pay for purchases from merchants, financial institutions and others who honor the Card.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNTS OF TRANSACTIONS: When accessing a POS terminal with either an ATM or ATM Debit Card and using the “ATM” or “Debit” function keys, your transactions will be limited to \$500.00 a day. If you use your ATM Debit Card and use the “Credit” function key you may make cash advances and purchases to the extent that you have available clear funds in my Checking Account. For security reasons, there may be limits on the number of these transactions that may be authorized.

RIGHT TO RECEIVE DOCUMENTATION: You can receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance. You should retain this receipt to compare with your statement from us.

RETURNS AND ADJUSTMENTS (ATM DEBIT CARDS): Merchants and others who honor ATM Debit Cards may give Electronic credit for returns or adjustments, that we will post to your Checking Account.

DISCLOSURES APPLICABLE TO PROSPECTORS TELEPHONE BANKING AND HOME BANKING Telephone banking service which will allow you to perform monetary transactions and account balance inquiries without assistance from our staff. You will actually “talk” directly with our computer. We will provide you with an Electronic Access PIN for use with Telephone Banking.

By requesting Telephone Banking, you have requested that PROSPECTORS FEDERAL CREDIT UNION provide you with a confidential Access Code for access to our telephone banking service. (This Access Code will be different from your PROSPECTORS FEDERAL CREDIT UNION ATM or VISA PIN).

GOVERNING DOCUMENTS: Your use of Telephone Banking is governed by this Agreement (and any application you sign for these programs) and any other agreements you have with us concerning the transaction you are conducting through this service such as a credit card, loan or line of credit agreement. These other agreements are not changed by you using Telephone Banking.

MEMBER ACCESS AND RESPONSIBILITY: When you instruct us through Telephone Banking to transfer funds between your Accounts, you authorize us to transfer or withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds from an Account which has insufficient funds to complete the transaction and we may not complete the transaction unless there are available funds in the designated account.

TELEPHONE BANKING SERVICE: Service is available for your convenience 24 hours a day, seven days a week, with minor interruptions for system maintenance. If the wrong Access Code is entered three (3) times consecutively, Telephone Banking will hang up as a security measure. Contact Prospectors Credit Union to reestablish your access code.

TRANSACTIONS AVAILABLE: Our Telephone Banking services will allow you to use your telephone and your PIN Number to:

1. Make deposits to your Share or Share Draft/Checking Account;
2. Obtain account and loan balances;
3. Obtain loan payment due date and pay off information;
4. Obtain last dividend, date and amount;
5. Obtain clearance of specific checks;
6. Request a cash withdrawal from your Share or Share Draft/Checking Account;
7. Transfer funds between your Share and Share Draft/Checking Accounts;

8. Access your Line of Credit Account to request loan advances;
9. Transfer funds from your Line of Credit to your Share Checking and Share Savings Accounts; and
10. Make loan payments.

OTHER TRANSACTION LIMITATIONS: There are no dollar limitations on transfers. However, you are limited to six transfers per month. The total dollar amount of each transaction via Telephone Banking is subject to sufficient verified funds available to satisfy your transaction instructions. The frequency of preauthorized, automatic or telephone transfers is limited pursuant to Regulation D restrictions as disclosed on page 11.

For security reasons, in the event your confidential Access Code is lost or stolen, there are limits on the dollar amount of transactions you can make on the Audio Response System.

POSTING OF TRANSACTIONS: All transactions are posted instantaneously at the time of the transaction is performed.

NOTE: Credit Union checks are prepared for withdrawals requested on Telephone Banking only and will be mailed to your address of record. Checks requested after 3:00 p.m. Pacific Time on any regular business day, or weekends or holidays, will be mailed on the next business day. Transactions made through Telephone Banking are binding only after verification by the Credit Union. Transactions occurring after normal business hours each day will be posted to the appropriate account(s) on the next business day after the date of such transaction.

TELEPHONE BANKING ACCESS CODE: You understand that you cannot use Telephone Banking without an Access Code, which we refer to as your Telephone Banking Access Code (or password), and that you will receive your Telephone Banking Access Code by separate mail. You are responsible for the safekeeping of your Telephone Banking Access Code provided by the Credit Union, and for all transactions accomplished by using Telephone Banking.

You will notify us immediately and send written confirmation if your Telephone Banking Access Code is disclosed to anyone other than a joint owner of your Account. If you disclose your Telephone Banking Access Code to anyone, however, you understand that you have given them access to your Accounts via Telephone Banking and that you are responsible for any such transactions. You are responsible for all transfers and withdrawals you authorize using Telephone Banking. If you permit non-authorized persons to use Telephone Banking or your Access Code, you are responsible for any transactions they conduct. You further understand that your Telephone Banking Access Code is not transferable, and you will not disclose your Telephone Banking Access Code or permit any unauthorized use thereof. We are authorized to act on any instructions received under your Telephone Banking Access Code.

ELECTRONIC STATEMENTS: "E-Statements" is an additional service offered to Prospectors Federal Credit Union members. The disclosure outlining the terms and conditions of this service will be provided for you to review, accept and print for your records at the time you agree to use the service.

HOME BANKING AND ONLINE BILL PAYMENT: These are additional services offered to Prospectors Federal Credit Union members. The disclosure outlining the terms and conditions of these services will be provided to you to review, accept and print for your records at the time you agree to use the service(s).

ILLEGAL, FRAUD OR IMPROPER ACTIVITIES: You agree not to use Home Banking or the Credit Union's web site for any illegal, fraudulent or improper activity including, but not limited to, illegal gambling or linking the Credit Union's web site to any other website. If we or any service provider suspects that you may be engaged or may have engaged in any illegal, fraudulent or

improper activity, your access to Home Banking and the Credit Union's web site may be suspended or terminated without advance notice. You agree to cooperate with us to investigate any suspected illegal, fraudulent or improper activity. You will indemnify us for our losses resulting from your illegal, fraudulent or improper activity.

PERIODIC STATEMENT: You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has Telephone Banking/Home Banking activity during the month.

DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS AND FEDERAL RECURRING PAYMENTS

If you have arranged to have preauthorized electronic deposits of your net paycheck, payroll deductions, pension checks or Federal Recurring Payments (for example, Social Security payments), the following information applies to you.

ACCOUNT ACCESS: Preauthorized deposits, with the exception of payroll deductions may be made to your Savings or Checking Account(s) only.

NOTIFICATION OF PREAUTHORIZED DEPOSITS: Deposits to Deceased Member Accounts: The right to receive recurring direct deposits made to my account (such as Social Security deposits) ceases after death. When the source of the deposit is unaware of my death or the death of another account owner, deposits may continue. The depositor, usually a government agency, may then demand the return of any sums deposited during the month of and after death, including deposits that the deceased may have been receiving. You may honor the demand of the depositor agency and may debit my account for all amounts returned to the depositor. If the transaction creates an overdraft, the remaining account owners and/or my estate will be required to repay the funds returned to the depositor.

DOCUMENTATION OF PREAUTHORIZED DEPOSITS: I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, if the only electronic service I have with you is preauthorized deposits, then you reserve the right to send me a quarterly statement only.

DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES: If you have requested a preauthorized payment to a third party from any Credit Union account, the following information applies to you.

ACCOUNT ACCESS: Preauthorized payments may be made from your Checking or Share Account. Preauthorized payments made from your Savings Account, are subject to Reg. D.

1. **INITIAL AUTHORIZATION:** You can get copies of the preauthorized payment documentation from the third party being paid at the time you give them the initial authorization.
2. **NOTICE OF VARYING AMOUNTS:** If my preauthorized payment varies in amount, the party who will receive the payment is required to tell me ten (10) days before each payment when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that I set. I may pay bills directly from my checking account in the amounts and on the days I request. I can authorize a merchant to convert my check to an electronic funds transfer, initiating a debit to my checking account for returned check fees. You are not obligated to initiate any electronic payment when my checking account has insufficient funds to make the payment on the date the payment is scheduled to be made. The payment amount will be deducted from my checking account on the payment date.

3. PERIODIC STATEMENTS: You will receive a monthly statement for each month in which a transfer is made, but at least quarterly if no transfers are made.

RIGHT TO STOP PREAUTHORIZED PAYMENT: If you want to stop any preauthorized payment, here's how:

Call us at (909) 396-9688, or write us at **PROSPECTORS FEDERAL CREDIT**

UNION, 1310 South Valley Vista Drive, Diamond Bar, CA 91765 in time for us to receive your stop request three (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 fourteen (14) days after you call or the oral stop pay order will cease to be binding.

The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. We will charge you for each stop payment order you make.

To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment has been terminated. You must sign an affidavit with us stating that you have notified the payee of the termination in the manner specified by the payee within 14 days of your oral notice to us and provide us with a copy of your written termination notice to the payee otherwise the oral notice will cease to be binding.

CONSUMER LIABILITY: I may authorize a merchant or other payee to make a one-time electronic payment from my checking account using information from my check. If I believe that an electronic funds transfer has been made without my permission using information from my check or draft, I will let you know at once. Contacting you in a timely manner will help reduce my liability. I may also be required to complete a form for ACH disputed transactions and supply it to you within ten (10) business days from the day I notify you. Your Liability for Failure to Make or Complete Electronic Funds Transactions (EFTs):

If you do not properly complete an electronic funds transaction to or from my account, you may be liable for my losses and damages to the extent required by law. However, there are exceptions. The Credit Union shall not be liable, for instance, if:

1. Circumstances beyond your control such as fire, flood, acts of God, earthquakes or power outages which prevent the transaction despite reasonable precautions.
2. Through no fault of yours, I do not have enough money in my account or sufficient funds to make a transaction.
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such electronic transactions.
4. You have received incorrect or incomplete information from me or third parties (example: U.S. Treasury, automated clearinghouse or a terminal owner).
5. Your ATM, a network ATM, or other online application was not working properly.
6. Your ATM or network ATM where I was making the transaction did not have enough cash or cash in the denominations I requested.
7. My ATM card, Visa Debit Card, ATM card PIN, VISA Debit Card PIN or Prospectors Online PIN has been reported lost, compromised, stolen, has expired, is damaged so that the ATM or POS terminal cannot read the encoding strip, is inactive due to non-use, is retained by you due to my misuse or suspected fraudulent activities, is retained by you at my request, or because my PIN has been repeatedly entered incorrectly.
8. The transaction would exceed my available overdraft limit.

9. My failure to provide you with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number and transfer or payment amount.
10. Delays in processing and/or payment were caused by third party software and/or services.
11. My failure to complete the transaction is done to protect the security of my account and or the electronic terminal system.
12. I make an error keying in my deposit. You will not be responsible for unpaid or returned items, forfeited dividends, and other consequences that may result.
13. The payee or, for external transfers, the third party financial institution, mishandles or delays processing or posting a transaction.
14. There is a terminal or equipment failure.
15. I receive notice from a merchant or institution that I am not permitted to designate.
16. I receive notice from a merchant or institution that any payment I made remains unpaid and I fail to notify you promptly of that fact.
17. I instructed you to make a payment on a date that does not ensure timely payment to the payee (at least seven full business days prior to the due date of the bill).
18. I fail to request to stop one or more payments three business days or more before the transfer is scheduled.
19. Your failure to stop payment resulted in payment on my behalf of a debt for which I am actually liable, and I thereby received the benefit of the payment.
20. I make an online transfer error. You will not be responsible for errors in transfers that I make using online banking.

The above are a list of examples to illustrate circumstances under which you would not be liable for failing to make a transfer or a payment. There may be other exceptions and you may establish other exceptions in addition to those specifically mentioned above.

EXCEPT AS REQUIRED BY LAW, YOU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCLUDING LOSS OF PROFITS ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE. THE FOREGOING SHALL CONSTITUTE YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY.

OUR LIABILITY FOR FAILURE TO STOP PAYMENT: If you order us to stop one of your preauthorized payments three (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. There is a Stop Payment Fee as disclosed on the Disclosure of Fees and Charges, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.

Liability for Unauthorized Electronic Payments. You may be liable for unauthorized transfers made from your account by a third party. If you believe such transfer has occurred, You must follow the procedures outlined in this agreement.

GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Business Day Disclosure: Our business days are Monday through Friday, except holidays. In case of errors or questions about your electronic funds transactions. **Telephone us at**

(909) 396-9688 or write us at PROSPECTORS FEDERAL CREDIT UNION, 1310 South Valley Vista Dr., Diamond Bar, CA 91765 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 transaction receipt. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us verbally, we will require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may instead take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation.

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

VISA DEBIT CARD EXCEPTION: We will provide provisional credit within five (5) business days of notification for unauthorized point-of-sale transfers, other than a cash disbursement at an ATM. Except that if we determine that the circumstances or your account history warrant a delay, you will receive credit within ten (10) business days. You may ask for copies of the documents that we used in our investigation.

OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS: If we do not complete a transaction to your account on time 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 instance, if:

1. Through no fault of ours, your account does not contain enough money (or sufficient collected funds) to complete the transactions;
2. The transaction requested would exceed an unused credit limit;
3. The automated teller machine where you are making the transaction does not enough cash or cash in the denominations you requested;
4. The ATM, POS Terminal, Telephone Banking, Home Banking, Bill Payment or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when You started the transaction;
5. Circumstances beyond our control (such as fire, flood, earthquake, electrical failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken;
6. Your ATM Card, VISA Credit Card, VISA Debit Card, PIN number or Telephone Banking

or Access Code you provide is incorrect or incomplete, has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is retained by us at your request, or your ATM PIN, VISA PIN, VISA Debit Card, or Access Code has been repeatedly entered incorrectly;

7. Failure to complete the transaction if done to protect the security of your account and/or the electronic terminal system;
8. We received incorrect or incomplete information from you or from third parties e.g. U.S. Treasury, and automated clearing house or a terminal owner);
9. You are in default on an account you are attempting a transfer.
10. You fail to properly follow Telephone Banking or applicable software instructions on how to make a transfer or payment.
11. You fail to authorize a payment soon enough for the payment to be made, received or credited by the payee.
12. There is a malfunction in your personal computer browser and/or software.
13. The transfer or payment could not be completed due to system unavailability or a telecommunication or Service Provider Failure.
14. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
15. There may be other exceptions.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. We will disclosure information to third parties about your account or transaction only;

1. Where it is necessary for completing a transaction.
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or a court order, subpoena or other legal document;
4. If you give us your written permission; or
5. In our discretion, to our affiliates.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT

REPORTING: Tell us AT ONCE if you believe your ATM Card, ATM PIN, VISA Debit Card, VISA Debit Card PIN, or Telephone Banking PIN has been lost, stolen or discovered by an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s), (plus your maximum line of credit). If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, PIN, Telephone Banking PIN, Home Banking PIN and we can prove we could have stopped someone from using your ATM Card, ATM PIN or Telephone Banking PIN without your permission if you had told us, you can lose as much as \$500.00. Also if your statement shows transfers that you did not make, including those made by card, code or other means, tell us AT ONCE. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. You should also call the number or write to the address listed on the cover of this brochure if you believe a transfer has been made using the information from your check without your permission. If you can document a good reason (such as a long trip or hospital stay) that kept you from telling us, we will extend the time periods.

EXCEPTION FOR CERTAIN VISA TRANSACTIONS: Notwithstanding the above,

you will have no liability for unauthorized transactions with your VISA Debit Card that are processed through VISA. If a transaction at an ATM is not processed through VISA (such as a cash withdrawal from your Checking Account) this exception will not apply. This exception will not apply to VISA Debit Cards issued outside the U.S. You must provide a written statement regarding any claim of unauthorized VISA Transactions.

You should also refer to your separate VISA Credit Card Cardholder Agreement for terms and conditions applicable to your VISA Credit Card.

NOTICE REGARDING NON-VISA PINLESS DEBIT CARD TRANSACTIONS: We allow non-Visa debit transaction processing. This means you may use your Visa® Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN to authenticate your transactions. The non-Visa debit network for which such transactions are allowed is STAR and CO-OP.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a Pin-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Please be advised that the terms and conditions of your agreement with use relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network.

If you have any questions about non-Visa debit transactions, please give us a call at (909) 396-9688.

*Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

You are fully liable for an electronic fund transfer from your account initiated by a person to whom you furnished your Card and/or other access to your account, even if such person exceeds the authority given, unless you have notified us in writing that transfers by that other person are no longer authorized. Telephone number and address to be notified in the event of unauthorized transactions. If you believe your ATM Card or Telephone Banking PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic fund transfer has been made without your permission, call (909) 396-9688 during business hours or write us at **PROSPECTORS FEDERAL CREDIT UNION, 1310 South Valley Vista Dr., Diamond Bar, CA 91765**. If you believe your VISA Credit Card or VISA Debit Card has been lost or stolen or that someone has transferred or may transfer money from your account without permission, call (909) 396-9688 during business hours. After hours, **LOST or STOLEN for VISA Credit Card call Certegy Card Services Customer Service Department at 1 (800) 325-3678**

(24 hours a day, 7 days a week) For VISA Debit Card call E-funds at 1 (888) 241-2510 (24 hours a day, 7 days a week) or write us at PROSPECTORS FEDERAL CREDIT UNION, 1310 South Valley Vista Drive, Diamond Bar, CA 91765.

ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

If funds from your account have been transferred via ACH where you have provided a paper check or check information to a merchant or other payee to capture the routing, Account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction") the following applies to you:

TYPES OF AVAILABLE TRANSACTIONS: We may make transfers via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, Account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; or whether the check is retained by the consumer, the merchant or other payee, or the payee's financial institution. Transfer funds from your account to an account of another Prospectors FCU Member (authorization by both parties is required for privacy reasons). Funds transferred to an account on which I'm no the legal owner are non-revocable and can not be reversed once the transfer has been completed unless specifically authorized by the recipient.

ACCOUNT ACCESS: Electronic Check Transactions may be made from your Checking Account only.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS: Limitation on Transfers, Amounts and Frequency of Transactions.

1. For all share accounts, except checking accounts, during any given month, I may not make more than six (6) withdrawals or transfers to another account of mine or to a third party by means of a check, draft, debit card, preauthorized or automatic transfer or telephonic order or instruction. Transfers or withdrawals in excess of these limitations may not be honored and my account may be subject to closure.
2. I may make cash withdrawals, not to exceed my daily authorization limit, at any ATMs described herein.
3. I may make electronic transactions in amounts not to exceed my daily authorization limit.
4. If my account is not in open and active status, purchases and ATM transactions made with my card may be suspended. In the event that a transaction is approved and processed, I will still be responsible for such charges.
5. I agree that you are not responsible if you do not authorize or if you dishonor other POS, ATM, check, or electronic transactions drawn on my account while a hold is placed on my account.
6. Transactions cannot be made from any account in an unavailable status, such as a dormant or inactive account or from any account subject to legal process or other encumbrance restricting transfer.
7. You reserve the right to refuse to pay any payee whom I designate for a payment. You may notify me if it is decided to refuse to pay a payee designated by you. This notification is not required if I attempt to pay or transfer any illegal activity or transaction or for the purchase of any goods or services on the Internet that involve gambling of any sort, including but not limited to any online gambling transaction, any electronic commerce transaction conducted over an open network, any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering, each of which is prohibited under this Agreement.

OVERDRAFT TO LINE OF CREDIT: You understand that if you have an overdraft line of credit account in conjunction with your Checking Account, then you may use that line of credit to fund any overdraft on your Checking Account including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Check Transaction to overdraw your Checking Account, your line of credit, if applicable. However, if you do overdraw, you authorize us to cover the overdraft on your Checking Account by making a cash advance from your line of credit account, if any. Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES: All charges associated with our electronic fund's transactions are subject to the PROSPECTORS FEDERAL CREDIT UNION Disclosure of Fees and Charges, which has been provided with this Agreement and which is fully incorporated by reference herein. Charges associated with my electronic fund's transactions may be disclosed by you through any means permitted by law, such as in your Services and Schedule of Fees or online. Any fees charged will be deducted from my account(s). If you request a copy of the documentation relative to an ATM or ATM Debit Card transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction will be charged. Any fees charged will be deducted from your Checking or Savings Account.

Notice regarding ATM fees by others: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

CHANGE IN TERMS: The Credit Union change the terms and charges for services indicated in this Agreement and Disclosure and may amend this Agreement and Disclosure from time to time. I will receive written notice at least twenty-one (21) days prior to the effective date of the change(s) or as otherwise provided by law.

COLLECTIONS: I agree that you shall be entitled to recover any money owed by me as a result of my use of, or the use of anyone I have provided with access to, any of your electronic services, and I agree to repay any amounts that create an overdrawn balance immediately upon demand. I may be charged an overdraft fee. You have a security interest in my present and future shares to any money I owe. If any legal action is required to collect money I owe, I agree to pay all costs of collection, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing your rights under this Agreement and Disclosure.

DISCLOSURE OF DELAYED FUNDS AVAILABILITY: We may place a hold for uncollected funds on an item you deposit. This could delay your ability to withdraw such funds. For further details see our Disclosure of Funds Availability Policy or consult a Credit Union Representative.

DELINQUENT LOAN RESTRICTION: If any of your loan payments are Past Due, the Credit Union may, at its sole and absolute discretion, restrict you from performing electronic transactions through Telephone Banking, Home Banking, ATM's or POS terminals.

ACH AND WIRE TRANSFERS: ACH and Wire Transfers you instruct us to make on your behalf are subject to Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted in California and Regulation J. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Association Rules. These Rules provide, among other things, that

payment made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account, you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

PROVISIONAL PAYMENT DISCLOSURE: Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

NOTICE DISCLOSURE: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW DISCLOSURE: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of California as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

INTERNATIONAL ACH TRANSACTIONS: You acknowledge that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your Accounts is identified and designated by our screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending our review of the IAT Entry, and may be terminated under applicable OFAC Rules. You also acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

OFAC Rules: Economic and trade sanctions administered and enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury to prevent "prohibited transactions" based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.

NACHA RULES: An annual publication issued by the National Automated Clearing House Association (NACHA) incorporating the rules and regulations that govern the use of the ACH, Network in which all ACH participants must comply. **IAT:** International ACH Transaction (IAT) or IAT Entry means a credit or debit Entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction the United States.

TERMINATION OF ELECTRONIC SERVICES: You may, by written request and by actually, discontinuing use of the electronic service, terminate any of the electronic services provided for in this Agreement. If you ask us to terminate your account or the use of the ATM Cards, or ATM Debit Cards or any other access device, you will remain liable for subsequent authorized transactions performed on your account. Termination by any one account owner will be binding

on all account owners and we are not required to notify other account owners of the termination. Electronic Services will automatically terminate if you close all of your Accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your Accounts or if any of your Accounts are not in good standing. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your Accounts to cover any fees and other transfers and debits. We may terminate electronic services or your right to make electronic funds transactions at any time upon written notice provided your Accounts are in good standing. However, we reserve the right to terminate electronic services immediately, and without notice, if the terms and conditions of any Account agreement have been breached by you or any of your Accounts are not in good standing. Upon termination by you or us you will cut and return to us all cards issued in connection with this Agreement. Termination of electronic services does not terminate your Accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

VERIFICATION:

All transactions affected by use of services indicated in this Agreement and Disclosure that would otherwise require my signature, or other authorized signature, shall be valid and effective as if signed by me when accompanied by use of these services. Funds at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your Funds Availability Policy. Transactions accomplished after the close of regular business each day shall be deemed to have occurred on the next business day. You are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of my transaction. Information accompanying a deposit should include my name, your name and my account number. All transactions affected by use of the ATMs, POS terminals and Electronic Access Systems or other electronic transaction contemplated hereunder which would otherwise require your signature, or other authorized signature, shall be valid and effective as if signed by you when accomplished by use of the ATM or ATM Debit Card and ATM or ATM Debit Card PIN or Electronic Access PIN or as otherwise authorized under this Disclosure and Agreement. Deposits at an ATM are subject to verification by us and may only be credited or withdrawn in accordance with your "Delayed Funds Availability Policy". Transactions accomplished after the close of normal business each day shall be deemed to have occurred on our next business day. We are not responsible for delays in the posting of a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, our name, your member number and where you want my deposit to go. If you make a deposit to your Checking Account with us, the Checking deposit slip should be included.

REGULATION D RESTRICTIONS ON ELECTRONIC FUNDS TRANSFERS: During any month, you may not make more than six withdrawals or transfers from your Savings Account(s) to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction (such as Home Banking, Online Bill Payment Service or Prospectors Audio Teller) or by check, draft, debit card, or similar order. If you exceed the transfer limitations set forth above in any calendar month, the excess transfer requests may be refused or reversed, a fee (such as Return Item Fee) may be imposed, and your Account will be subject to closure by us. However, you may make an unlimited number of withdrawals from or transfers among your own Savings Account(s) by mail, messenger, or in person at the Credit Union or at an ATM. You may also make unlimited number of withdrawals from your Savings

Account(s) through the Credit Union's Home Banking or Prospectors Audio Teller Banking System, or by telephoning a Credit Union Representative if you request a check payable to you. **NOTICES:** Any notice sent to you by the Credit Union will be effective when mailed to your last known address as shown on the Credit Union records or, if you signed up for Online Banking, your e-mail address **COPY RECEIVED:** You acknowledge receipt of a copy of this Agreement. **OTHER AGREEMENTS:** Other agreements between you and the Credit Union controlling Savings Accounts and Checking Accounts continue to apply, except to the extent expressly modified by this Disclosure and Agreement.

Relationship to other Disclosures. The information in this Disclosure and Agreement applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

APPLICABLE LAW: This Agreement and Disclosure shall be construed and governed by applicable federal laws and regulations and the laws of the State of California, without resort to California's Conflict of Laws rules.

NO WAIVER: No delay or omission on your part in exercising any rights or remedies shall operate as a waiver of such rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

SEVERABILITY: If any party of this Agreement and Disclosure should be held to be unenforceable, the remaining provisions shall remain in full force and effect.

CONSENT TO USE WIRELES DEVICE: I understand and agree that as part of your effort to help timely detection and prevention of fraudulent transactions from happening from my account, I may receive automated telephone calls on the number(s) I have provided verifying card transactions that you, at your sole discretion, deem suspicious. I agree, in order for you to service my account or to collect any amounts I owe, you may from time to time make calls and/or send text messages to me at any telephone number(s) associated with my account(s) as provide on my application or updated contact information I provide associated with my account(s), including wireless cellular phone numbers that could result in charges to me by my wireless service provider. The manner in which these calls or text messages are made to me may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic dialing system. I consent to you contacting my wireless phone using technology such as prerecorded/artificial voice messages, automatic telephone dialing system, timely promotional offers and important alerts or bulletins concerning my access to services. I may opt out at any time with written notice.

For additional service disclosures regarding On-line and Mobile Banking please see '**ON-LINE AND MOBILE BANKING TERMS & CONDITIONS.**