



First U.S. Online Banking Disclosure and Agreement

This First U.S. Online Banking Disclosure and Agreement (“Agreement”) contains the terms and conditions for the use of First U.S. Community Credit Union’s online banking service (the “Service” or “First U.S. Online Banking”). The words “us,” “we”, “our”, “First U.S.” and “Credit Union” refer to First U.S. Community Credit Union, and the words “you” or “your” mean you, the Member or account holder identified on our account records.

By participating in the Service or allowing other persons to use the Service, you are agreeing to these terms and conditions. In addition, in connection with your use of First U.S. Online Banking, you may be subject to, and/or required to agree to, various guidelines, rules, disclosures, disclaimers and other terms that we may post on our website or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through First U.S. Online Banking, you will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing such features, products or services. All such guidelines, rules, disclosures, disclaimers, or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any accounts, loans, lines of credit that you may view, modify or otherwise access while using First U.S. Online Banking; fee schedules; our electronic funds transfer agreement and disclosures; and your signature card. In the event of a discrepancy between this Agreement and the Additional Agreements, the terms of this Agreement shall control. The Credit Union in its discretion may modify this Agreement from time to time without notice or as otherwise provided by law. Continued use of the Service constitutes acceptance of any new or amended terms and conditions. Please read this Agreement carefully.

Limitation of Service

When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to determine your eligibility for the Service and to change the qualification requirements at any time without prior notice. We reserve the right to change, suspend, or discontinue the Service or your use of the Service, in whole or in part, immediately and at any time without prior notice, unless required by law.

Governing Law

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of California. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

Account Aggregation

You may request to aggregate your accounts in First U.S. Online Banking in order to view and access additional accounts of which you are an owner, trustee, or custodian. You represent that you are

authorized to access accounts and loans displayed in First U.S. Online Banking when you supply your username and password. If you are no longer authorized to access such accounts, you are responsible for immediately notifying us to have the account removed from your access. If you perform transactions on accounts you are not authorized to access, you will be solely responsible for returning all funds to us. If you fail to return funds to us, you agree that we may debit any account you have with us unless otherwise prohibited by law.

Keeping Your Account Confidential

Password Protection: You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. For your protection, we recommend that you regularly change your First U.S. Online Banking password. You can change your password using the Settings menu. You agree to hold your password and account information in strict confidence and you will notify us immediately if it's lost or stolen.

Personal Information Protection: In addition to protecting your password and account information, you should also protect your personal identification information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It's your responsibility to protect your personal information with the same level of care that you protect your account information.

How to Reach Us

Business Days: The Credit Union's business days are Monday through Friday, excluding federal holidays. You may contact us by visiting our branch offices during normal business hours or by calling (916) 576-5700 or (800) 556-6768. Calling us is the best way to report any problems or to get questions answered. If you can't call us or come in person, you can write to us at: First U.S. Community Credit Union, 580 University Avenue, Sacramento, CA 95825.

Secure Email: You may use the "Message Center" feature in First U.S. Online Banking to send secure messages to us.

Email: Questions of a general nature may be sent to us via regular email at firstus@firstus.org. Please do not send personal or confidential information to us via regular email.

Electronic Banking Disclosure

Account Access: By using First U.S. Online Banking with your password, you can:

- Make inquiries
- Check account balances
- Transfer funds between your savings, checking, money market and loan accounts
- Access your current or past monthly transaction history
- Request a withdrawal or loan advance by check
- Download account transaction history into personal financial management software
- Set up customized eAlerts
- Pay bills
- Order checks
- Change address or email address of primary account holder
- Stop payment on a check

- Request a consumer loan
- Get a quote for a loan pay off
- View share holds
- View and print tax information
- View and print copies of checks that have cleared
- Sign up for ATM and Debit Card Courtesy Pay
- View and print eStatements

Services available may be added or canceled at any time. We'll update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

First U.S. Online Banking is available seven days a week, 24 hours a day. However, from time to time some or all of First U.S. Online Banking may not be available due to system maintenance or upgrades. During such times, you may be able to use Phone-24 (our automated 24-hour service), call our Phone Center or visit one of our branches. (See How to Reach Us for business hours.)

Limitations on Funds Transfers from Savings Accounts: Pursuant to federal regulations, you're limited as to the number of certain transactions you can make on your savings and Money Market accounts. Transfers from share accounts will be limited to a total of six (6) in any one month. You may transfer any available balance, unless limited under another agreement. Online transfers initiated through First U.S. Online Banking are subject to this limitation.

Disclosure of Information to Third Parties: We'll disclose information about your account to third parties only when one of the following conditions exists:

- when necessary to complete a transaction requested by you
- in order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency
- in order to comply with government agencies or court orders
- if you give us written permission

Periodic Statement: You'll get a monthly account statement (unless there are no transfers in a given month). You may elect to receive your statement electronically through our eStatements service. With eStatements, your monthly statement will be available for you to view and print within First U.S. Online Banking. We will send you an email message monthly to notify you when your statements are available.

In Case of Errors or Questions About Your Electronic Transfers: In Case of Errors or Questions About Your Electronic Transfers Telephone us at (916) 576-5700 or (800) 556-6768, Write us at 580 University Avenue, Sacramento, CA 95825 or email us at firstus@firstus.org as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

Lost or Stolen Password: If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (916) 576-5700 or (800) 556-6768, or write to us at the address shown in How to Reach Us as soon as you can.

Liability for Unauthorized Transfers: If you tell us within two (2) business days, you can lose no more than \$50 if someone used your personal access code without your permission. (If you believe your personal access code 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 if someone used your personal access code without your permission.)

If you DON'T tell us within two (2) business days after you learn of the loss or theft of your personal access code and we can prove that we could have stopped someone from using your personal access code without your permission if you'd told us, you could lose as much as \$500.

Also, if your statement shows transfers that you didn't make, tell us at once. If you don't tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could've stopped someone from taking the money if you'd told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we'll extend the time periods.

We are entitled to act upon instructions we receive with respect to the service under your Online Banking ID and Password and you are liable for all transactions made or authorized with the use of your Online Banking ID and Password. We have no responsibility for establishing the identity of any person who uses your Online Banking ID and Password. You agree that if you give your Online Banking ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk. If you authorize someone else to use your First U.S. Online Banking password, you're responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

Incomplete Transfer of Funds: If we don't complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we'll be liable for your losses and damages. However, there are some exceptions. We'll not be liable, for instance:

- If, through no fault of ours, you don't have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the system wasn't working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we've taken.

There may be other exceptions stated in our agreement with you.

Fees and Charges

Any service charges for using First U.S. Online Banking will be shown in the Pricing Schedule, prior receipt of which you acknowledge, and may be changed by us from time to time. You are responsible for any fees, such as Internet access fees, telephone line charges, and other fees or expenses that may be assessed and billed separately by your online service provider or telephone company.

eAlerts

eAlerts is a personal financial information alert service that allows you to receive information about your account including, but not limited to, information related to account balance changes, checks cleared, debit card purchases and electronic deposits or withdrawal notifications. When you access First U.S. Online Banking, you can initiate eAlerts by clicking on the "eAlerts" link. You may set up, change or delete alerts at any time. You agree and understand that this service may not be accessible or may have limited utility over some Internet or mobile networks, such as while roaming. The alerts that you authorize are only available through First U.S. Online Banking. When you create eAlerts, they are linked only to the account under which they were created through First U.S. Online Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by the Credit Union and may no longer be accurate at the time you review it. Additionally, balances on alerts may not reflect funds that are on hold, which may affect your available balance.

Limitations on eAlerts:

Although eAlerts are designed to give you timely notice of specific events, they may not always provide immediate notice. You may encounter errors, interruptions, delays or failures in the receipt of your alerts, which may or may not be out of our control, such as technical difficulties experienced by your Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert.

We will not be liable to you for any losses caused by your failure to properly use or respond to alerts that are sent. We assume no responsibility for the timeliness, reliability, deletion, or miss-delivery of any alerts we may send you. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

Security:

If you use eAlerts, you will receive alerts sent to the source you specified when the alert was established. Please be aware that information transmitted via e-mail and text messages may not be

secure and the Credit Union cannot guarantee the security of any information transmitted over a mobile device or to an e-mail address.

Changes or Cancellation:

You may cancel your participation in eAlerts at any time by deleting any scheduled alerts set up through First U.S. Online Banking. If you need assistance in cancelling any alerts you may contact us directly.

Other General Terms

Severability: In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

Our Liability: Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, First U.S. OR by Internet browser providers OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising out of the installation, download, use or maintenance of the equipment, software, First U.S. Online Banking or Internet browser or access software. In this regard, although we've taken measures to provide security for communications from you to us via First U.S. Online Banking and may have referred to such communication as "secured," we can't provide any warranty or guarantee of such security. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

User Conduct: You agree not to use the Service or the information delivered through the Service any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, or involve the sale of counterfeit or stolen items; (c) violate any law, statute, ordinance or regulation or any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Service; (d) be false, misleading or inaccurate; (e) create liability for the Credit Union or its affiliates or cause the Credit Union to lose (in whole or in part) the services of any third party providers; (f) be defamatory, libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Service by any other party; (j) permit unauthorized entry or access into the Credit Union's computer systems; or (k) resale or commercial use of the Service.

No Waiver: The Credit Union and its service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of any 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.

Indemnity: You agree to indemnify, defend, and hold us harmless (by counsel of our choosing) from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of First U.S. Online Banking, any negligent or intentional action or

inaction, and/or any breach of this Agreement. This paragraph shall survive termination of this Agreement.

We invite you to print a copy of this First U.S. Online Banking Disclosure and Agreement and retain it for your records. If you ask, we'll mail you a hard copy of this Agreement.