

Electronic Services, ATM and Mastercard Debit Card Disclosure and Agreement

PLEASE KEEP THIS BROCHURE
FOR YOUR RECORDS

Effective March 2023

This Disclosure supersedes all
Electronic Services Disclosures
prior to the effective date
shown above.



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I. ELECTRONIC SERVICES, ATM AND MASTERCARD DEBIT CARD DISCLOSURE AND AGREEMENT

Please also note that this Agreement contains a **BINDING INDIVIDUAL ARBITRATION PROVISION AND JURY AND CLASS ACTION WAIVER** on page 14 which affects your rights with respect to any claims or disputes by or against the Credit Union as described on page 14. You may opt out of that provision as described on page 15.

In this Electronic Services Disclosure and Agreement (“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”, “Credit Union” and “Eagle CU” mean EAGLE COMMUNITY CREDIT UNION. The term “Card” means any Mastercard Debit Card or ATM Card subject to this agreement as disclosed. The Card is the property of Eagle CU and you agree to surrender the Card to Eagle CU 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.

This Agreement, as amended from time to time, 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.

Disclosure information that applies to all electronic services offered by Eagle CU is given below, followed by specific disclosure information for each service. You understand that the agreements, rules and regulations applicable to your account(s), remain in full force and effect and continue to be applicable except as specifically modified by this agreement.

Your acceptance, retention or use of the ATM Card, Mastercard Debit Card, or Personal Identification Number (PIN) constitutes an agreement between us and you as described below in the Disclosure and Agreement of Terms and Conditions applying to Eagle Community Credit Union.

II. DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Eagle CU participates in several types of services that may be accomplished by electronic transfer: preauthorized deposit 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 payment to a third party (for example, insurance premiums and mortgage payments); preauthorized transfer from another financial institution; member directed ACH; home banking transfers; Mastercard Debit Card; and 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; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you, the merchant, or Eagle CU retains the check.

PERSONAL IDENTIFICATION NUMBER

The Credit Union will issue you a Personal Identification Number (PIN) that must be used with the ATM Card or Mastercard Debit Card for transactions that require the use of a PIN. This number is issued for your use only and should be memorized. DO NOT write it on your ATM Card or Mastercard Debit Card or where it is easily accessible to others and take reasonable precautions to ensure 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. After memorizing your PIN, you should destroy the notice disclosing your PIN in a secure manner. If you forget, misplace or otherwise disclose your PIN, contact the Credit Union promptly by calling (949) 588-9400 or (800) EAGLE CU (324- 5328). Once issued, we do not maintain a record of the PIN selected. If the PIN is lost or stolen, you must request a new PIN.

DOCUMENTATION OF TRANSFERS

Depending on the terminal, you may receive a receipt at the time you make any transaction at an ATM. If you do receive a receipt, you should retain this receipt to compare with your statement.

Also, you will receive periodic statements at least quarterly, and you will receive a monthly statement for any account which had ATM or Mastercard Debit Card activity during the month.

ILLEGAL TRANSACTIONS OR IMPROPER ACTIVITIES

You are prohibited from using your ATM Card, Mastercard Debit 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 or Mastercard Debit Card, the Card numbers or PIN.

Moreover, you agree not to use the Credit Union's website for any illegal, fraudulent or improper activity including, but not limited to, illegal gambling or linking the Credit Union's website to any other website. If we or any service provider suspects that you may be engaged in or may have engaged in any illegal, fraudulent or improper activity, your access to the Credit Union's website 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.

HOW TO REACH US

1. Business Days

Our business days and hours are Monday through Thursday from 9 a.m. to 5 p.m. PST, and Friday from 9 a.m. until 6 p.m. PST excluding federal holidays. Some of our branches are also open on Saturdays from 9 a.m. PST to 2 p.m. PST. See our website at www.EagleCU.org for a complete list of branch locations and hours. You can contact through Secure Messaging in Online Banking or us by visiting one of our branch offices during normal business hours or by calling us at (949) 588-9400 or (800)

Eagle CU (324-5328) or email us support@eaglecu.org. Calling us is the best way to report any problems or to get questions answered. If you cannot call us or come in person, you can write to us at: Eagle Community Credit Union, P.O. Box 5196, Lake Forest, CA 92609-8696.

2. Email

Sending email through our website at www.EagleCU.org is one way to communicate with us. Please note that email is not initiated from a secure session. To ensure the security of your account information, you cannot use email to initiate transactions on your account(s). In addition, we recommend that you contact us through Secure Messaging in Online Banking or by telephone to report any problems or ask questions about your account. We will only respond to emails from the email address we have on file for you. If you change your email address, please notify us.

To review account transactions, please log in with your password to a secured Online Banking or Mobile Banking session or call our Member Service Center at (949) 588-9400 or (800) Eagle CU (324-5328) Monday through Thursday, from 9 a.m. to 5 p.m. PST, Friday until 6pm and Saturdays from 9 a.m. to 2.p.m. excluding holidays.

ERROR RESOLUTION

In case of errors or questions about your electronic funds transactions, contact us through Secure Messaging in Online Banking or call (949) 588-9400 or (800) EAGLE CU (324-5328) or write us at EAGLE COMMUNITY CREDIT UNION, P.O. Box 5196, Lake Forest, CA 92609-8696 immediately. You must tell us no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If the error is an ACH transaction, we must hear from you no later than sixty (60) days from the date the ACH transaction posted.

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 orally, we may 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, 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 re-credit 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.

RESPONSE TIME EXCEPTIONS:

1. **New Account:** We may take 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 (30) days after the first deposit to the account was made (i.e. a new account). Also, we may take up to ninety (90) calendar days to complete our investigation.
2. **Foreign-initiated and Point-of-Sale (POS) Transactions:** We may take up to ninety (90) calendar days to complete our investigation. POS transactions include all debit card transactions, those for cash only, at merchants' POS terminals, and also including mail and telephone orders), 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 documents that we used in our investigation.

OUR LIABILITY FOR FAILURE TO MAKE 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 available funds (or sufficient collected funds) to complete the transaction.
2. The transaction requested would exceed the applicable credit limit.
3. The ATM where you are making the transaction does not have enough cash or has a lower daily withdrawal limit.
4. The ATM, terminal or electronic system being used, was not working properly and you knew about the 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, Mastercard Debit Card or PIN you provide is incorrect, 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 PIN 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, an automated clearing house or a terminal owner).
9. You are in default on an account you are attempting to make a transfer.
10. There is a malfunction in your personal computer browser and/or software.
11. The transfer could not be completed due to system unavailability or a telecommunication or Service Provider failure.
12. There may be other exceptions stated in our agreement with you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose 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.
5. In our discretion, to our affiliates.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING

You must exercise reasonable care in safeguarding the Mastercard Debit Card and ATM Card from risk of loss or theft. Tell us AT ONCE if you believe your Mastercard Debit Card or ATM Card or PIN has been lost, stolen, discovered by an unauthorized person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s), plus your maximum available overdraft 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 ATM Card 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 or Mastercard Debit Card or PIN, and we can prove we could have stopped someone from using your Card or ATM PIN, without your permission if you had told us, you can lose as much as \$500.00.

Also, if your statement shows transactions 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. 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 period.

EXCEPTION FOR CERTAIN MASTERCARD DEBIT CARD TRANSACTIONS

Notwithstanding the above, if there is an unauthorized use of your Mastercard Debit Card, then your liability will be zero (\$0.00) so long as you have exercised reasonable care in safeguarding your card from risk of loss or theft and upon becoming aware, you have promptly reported the loss or theft to the Credit Union. This exception will not apply to Mastercard Debit Cards issued outside the U.S. You must provide a written statement regarding any claim of unauthorized Mastercard transactions.

If you cannot meet these requirements then your liability with respect to unauthorized transactions may be greater than the above zero (\$0.00) liability limit, to the extent allowed under applicable law. In any case, to minimize your potential liability you should notify us promptly of any unauthorized use, but no later than sixty (60) days after your statement was mailed to you.

If you authorize someone else to use your ATM Card, Mastercard Debit Card or PIN, you are responsible for all transactions that person initiates, even if the amount of the transaction exceeds what you authorize.

REPORTING A LOST OR STOLEN CARD AND/OR UNAUTHORIZED TRANSACTIONS

If you believe your ATM Card, Mastercard Debit Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without permission, you must contact us. You may report your ATM or Mastercard Debit Card by calling (949) 588-9400 or (800) EAGLE CU (324-5328) during business hours. After hours, call (888) 241-2510 in U.S. or outside the U.S. (909) 941-1398. You may also write us at EAGLE COMMUNITY CREDIT UNION, P.O. Box 5196, Lake Forest, CA 92609-8696 ATTN: Member Services.

*Mastercard rules generally define PIN-Debit Network as a non-Mastercard debit network that typically authenticates transactions by use of a PIN, but that is not generally known for having a card program.

FEES AND CHARGES FOR ELECTRONIC TRANSACTION SERVICES

All fees and charges associated with our electronic funds transactions are subject to the Eagle CU Service Pricing, which has been provided with this Agreement and which is fully incorporated by reference herein.

CHANGE IN TERMS

The Credit Union may change, add, or remove any term and condition of this Agreement at any time, but the Credit Union will give you at least twenty-one (21) days' written notice of any change which would result in a greater cost or liability, or which would limit your access to accounts (except where a change is necessary for security reasons), or as otherwise provided by law or regulation.

COLLECTIONS

You agree that Eagle CU is entitled to recover any money owed by you as a result of your use of ATMs or other electronic services and you agree to repay any withdrawals which create an overdrawn balance on any of your accounts. Eagle CU has a security interest in your present and future shares or deposits and has the right to apply shares or deposits to any money you owe. If any legal action is required to enforce any provision of this Agreement or to recover money owed by you, you agree to pay all costs, including attorney's fees.

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. 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. 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 the ATMs, ATM Card and PIN, Mastercard Debit Card and PIN, which would otherwise require your signature or other authorized signature, shall be valid and effective as if signed by you when accomplished by use.

NOTICES

Any notice sent to you by Eagle CU 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 email 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 Agreement.

APPLICABLE LAW

This Agreement shall be construed and governed in accordance with the laws of the State of California.

III. ADDITIONAL DISCLOSURES APPLICABLE TO ATM TRANSACTIONS

ACCESSING YOUR ACCOUNT VIA ATM

You may access your account(s) by ATM using your ATM Card and PIN or Mastercard Debit Card and PIN, to:

1. Make deposits to Checking or Savings account(s) only at CO-OP and Eagle CU ATMs.
2. Get cash withdrawals from Checking or Savings account(s) or your other available accounts at Eagle CU.
3. Transfer funds from Savings to Checking account(s) or your other available accounts at Eagle CU.
4. Transfer funds from Checking to Savings account(s).
5. Transfer funds from Line of Credit and HELOC to Checking account(s) except at PLUS ATMs.
6. Get information about the account balance of your Checking or Savings accounts or other accounts.

You may be charged a fee at non-Eagle CU ATMs for some of these services. Please refer to our Service Pricing.

Some of these services may not be available at all terminals.

You may use your ATM Card or Mastercard Debit Card in ATMs for any network or system as we may designate from time to time.

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

ACCOUNT ACCESS

The ATM services made available to you depend on the type of account(s) you maintain.

AT MASTERCARD NETWORK ATMS

If you have a Mastercard Debit Card issued by Eagle CU you may use your Mastercard Debit Card with your Mastercard Personal Identification Number (PIN) to make a withdrawal from your account. You authorize us to charge your Mastercard account in accordance with the instructions you give the ATM.

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 Eagle CU. The delay will depend upon Eagle CU's policies as permitted by law, and you should refer to Eagle CU's Disclosure of Funds Availability Policy for details.

TRANSACTION AUTHORIZATION

By using your ATM Card or Mastercard Debit 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 ATM. Furthermore, you authorize the Credit Union to make advances on your Line of Credit account.

If you authorize us to issue an ATM Card or Mastercard 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 or HELOC) which can be accessed by the ATM Card or Mastercard Debit Card, regardless

of whether that individual is authorized to withdraw funds from the account by means other than the use of the ATM Card or Mastercard Debit Card.

NOTICE REGARDING ATM FEES BY OTHERS

If you use an automated teller machine (ATM) 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.

ATM FACILITY SAFETY

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility.

1. Prepare for your transactions at home to minimize your time at the ATM .
2. Mark each transaction in your account record, but not while at the ATM. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility.
3. Compare your records with the account statements you receive from the ATM.
4. Don't lend your Card to anyone.
5. Remember, do not leave your Card at the ATM.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it was cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. Be aware of your surroundings. Look out for suspicious activity. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you, especially after sunset. If you observe any problem, go to another ATM.
9. Don't accept assistance from anyone you don't know when using an ATM.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
11. Don't display your cash. Pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
12. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert.
13. We want the ATM to be safe and convenient for you. Please tell us if you know of any problem with the facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

LIMITATIONS ON TRANSACTIONS

The following daily limits apply to cash withdrawals and purchases you make with your ATM Card to the extent you have such funds available in your account. Higher limits may apply based on member eligibility.

	ATM Card	MasterCard Debit Card
ATM Withdrawals	\$300	\$500
POS (Point-of-Sale)	\$500	\$1,500
Transactions (Signature)	N/A	\$1,500

Mastercard Credit Card ATM Daily Cash Withdrawal Limits: \$500

Note: ATM and Point-of-Sale terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.

IV. ADDITIONAL DISCLOSURES APPLICABLE TO MASTERCARD DEBIT CARD TRANSACTIONS

In addition to the above, you may use the Mastercard Debit Card and PIN to:

1. Withdraw cash from your account at ATMs, merchants or financial institutions that display the logo of an ATM Network affiliated with the Credit Union.
2. Make PIN-based purchases.

You may use the Mastercard Debit Card without the PIN to:

1. Purchase goods or services at places that accept Mastercard cards.
2. Order goods or services by mail, telephone or on the Internet from places that accept Mastercard cards.
3. Make automatic payments from your account to pay bills or other charges, providing that the person or organization that you are paying agrees to accept payments this way.

Some of these services may not be available at all terminals.

Use of the Mastercard Debit Card, the Card's number, the PIN or any combination of the three for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others 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 Mastercard Debit Card will be charged to your account on the date the transaction is posted to your account.

When you use your Mastercard 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 Mastercard Debit Card is not a credit card, which means you may not defer payment of Mastercard Debit Card transactions.

When you use your Mastercard 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 Mastercard Debit Card use and we will not be liable for that fee, or if the merchant or financial institution refuses to accept your Mastercard Debit Card or Mastercard 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 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 conduct, we may place a hold on your account(s) for the amount authorized. 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 Mastercard Debit Card transaction. 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 Mastercard Debit Card, you indemnify us of 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.

NON-MASTERCARD PINLESS DEBIT CARD TRANSACTIONS

We allow non-Mastercard debit transaction processing. This means you may use your Mastercard Debit Card on a PIN-Debit Network* (a non-Mastercard network) without using a PIN to authenticate your transactions.

The non-Mastercard debit network for which such transactions are allowed is the Star network.

Examples of the types of actions that you may be required to make to initiate a Mastercard transaction on your Mastercard 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.

If you authorize someone else to use your ATM Card, Mastercard Debit Card or PIN, you are responsible for all transactions that person initiates, even if the amount of the transaction exceeds what you authorize.

FOREIGN TRANSACTIONS AND CHARGES

Any transaction done in a foreign country is subject to a Cross Border Transaction fee. If there is no currency exchange, the fee will be .90% of the transaction amount and 1% if there was a transaction negotiated in a non-US currency exchange. "Foreign Transactions" are transactions initiated in the U.S. authorizing access to a debit card, credit card or deposit account number using a telephone, computer or mobile device application but with a merchant who processes the transaction in a foreign country.

LIMITATIONS ON DOLLAR AMOUNTS AND FREQUENCY OF TRANSACTIONS (MASTERCARD DEBIT CARD)

The following limitations apply to the use of the Mastercard Debit Card*:

LIMITATIONS ON TRANSACTIONS

The following daily limits apply to cash withdrawals and purchases you make with your Mastercard Debit Card to the extent you have such funds available in your account. Higher limits may apply based on member eligibility.

ATM Withdrawals	\$500
POS (Point-of-Sale)	\$1,500
Transactions (Signature)	\$1,500

Note: ATM and Point-of-Sale terminal owners, merchants and retailers may restrict cash withdrawals and purchases to lower limits and charge proprietary fees.

There are no limitations to the frequency of Mastercard Debit Card transactions imposed by the Credit Union except for three (3) transactions up to a \$150 limit at gas station islands (merchant code 5542). However, there may be limitations imposed by the merchant or the terminal.

V. ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSITS 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

If you have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to your account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. You may also call us at (949) 588-9400 or (800) EAGLE CU (324-5328), and we will advise you whether or not the preauthorized deposit has been made.

DOCUMENTATION OF PREAUTHORIZED DEPOSITS

You will receive a monthly statement for each month in which a preauthorized deposit is made, but at least quarterly, if no preauthorized deposits are made.

DIRECT DEPOSITS - RECLAMATION

If, in connection with a direct deposit plan, we deposit any amount in an account, which should have been returned to the federal government for any reason, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

VI. ADDITIONAL 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 Savings or Checking account(s) only.

Right to receive documentation of preauthorized payment.

- a. **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.
- b. **NOTICE OF VARYING AMOUNTS:** If your preauthorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment, when it will be made and how much it will be. You 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 you set.

- c. PERIODIC STATEMENTS: You will receive a monthly statement for each month in which a payment is made, but at least quarterly, if no payments are made.

RIGHT TO STOP PREAUTHORIZED PAYMENT

If you want to stop any preauthorized payment, here's how:

Call us at (949) 588-9400 or (800) EAGLE CU (324-5328), or write us at EAGLE COMMUNITY CREDIT UNION, P.O. Box 5196, Lake Forest, CA 92609-8696 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 payment order will cease to be binding on the Credit Union. The stop payment order can apply to a single payment or all payments to the same payee. 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. Single stops expire after matched, while recurring stops continue until expired. Stop payments expire after six (6) months from authorization date. To terminate the entire preauthorized payment arrangement with the payee, you must contact the payee. You can also notify us that the preauthorized payment has been terminated. We may request you to sign a statement with us stating that you have notified the payee of the termination in the manner specified by the payee within fourteen (14) days of your oral notice to us. We are not responsible for payment not stopped due to incorrect information.

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 to be made 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 Service Pricing.

VII. ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE BANKING, MOBILE BANKING, MOBILE DEPOSIT AND BILL PAYMENT SERVICES

Online Banking, Mobile Banking, Mobile Deposit and Bill Payment services are additional services offered to Eagle Community Credit Union members. The disclosure outlining the terms and conditions of these services will be provided for you to review, accept and print for your records at the time you agree to use these services.

VIII. ADDITIONAL DISCLOSURES APPLICABLE TO ACH AND WIRE TRANSFERS

APPLICABLE LAW

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 Subpart B of Regulation J. Regulation J will govern Fedwire transactions, except to the extent of a conflict between Regulation E and Regulation J with respect to remittance transfers, in which case, Regulation E shall govern.

FUNDS TRANSFER CUT-OFF TIME

The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time will be at 1:00 p.m. on each weekday that the Credit Union is open excluding holidays. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next funds transfer business day and processed accordingly.

SERVICE CHARGES/FEEES

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as a joint owner or other authorized party with the right of access to the account from which the funds transfer is to be made. Please refer to our Service Pricing for current fees.

SECURITY PROCEDURES

The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

IDENTIFICATION OF BENEFICIARY

If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying or account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number you provided the Credit Union.

IDENTIFICATION OF BENEFICIARY AND INTERMEDIARY BANK BY NUMBER

If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different bank than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

PROVISIONAL ACH PAYMENTS

The Credit Union may at its discretion give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you would be liable to repay the Credit Union.

NOTICE OF RECEIPT OF ACH FUNDS

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statements which we provide.

RECEIPT OF INCOMING (NON-ACH) FUNDS TRANSFERS

If the Credit Union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union is not obligated to provide you with next day notice of the receipt of the funds transfer. The Credit Union will provide you with notification of the receipt of all funds transfers by including such items in the periodic account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

PAYMENT OF DIVIDENDS (OR INTEREST)

If the Credit Union becomes obligated under Article 4A to pay interest (or dividends) to you, you agree that the rate of interest (or dividends) to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

IX. ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION AND JURY TRIAL

ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION AND JURY TRIAL

Please read this provision carefully. It affects your rights and may have a substantial impact on how legal claims you and we have against each other are resolved if you do not opt-out as permitted below.

ARBITRATION AGREEMENT

To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, binding arbitration may be elected by either party with respect to any past, present or future claim or controversy arising out of or relating to this Agreement and/or a Credit Union account, even if that party has already initiated a lawsuit with respect to a different claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating arbitration against the other party. You and we agree, upon such written demand, motion or initiation, to submit to, and that such claim shall be settled by, binding arbitration.

The arbitration will be subject to the Rules of the American Arbitration Association ("AAA") in effect at the time the arbitration is initiated, or such similar rules as may be adopted by AAA. Neither party will demand the arbitration of an action filed in small claims court, or its state's equivalent court, for any claim or dispute within the scope of the small claims court's jurisdiction. But if a claim is transferred, removed or appealed to a different court, such claim shall be subject to arbitration.

Notwithstanding anything to the contrary in this Agreement, this arbitration provision shall be interpreted and enforced in accordance with the FAA by a single arbitrator appointed by the AAA. The arbitrator shall be an attorney, retired judge or AAA panel member with experience and knowledge regarding financial institutions and transactions.

The filing fees and costs of the arbitration pursuant to this Agreement shall be paid by the Credit Union. Each party shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their cases during the arbitration proceedings.

Arbitration hearings will be held in a location reasonably convenient to your residence, or at another location if mutually agreed. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. Only a court, and not an arbitrator, however, shall determine the validity and effect of the class action and jury trial waivers below. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law must be followed by the arbitrator, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator's decision shall be final and binding and may be entered in any state or federal court having jurisdiction. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court. For more details, check the American Arbitration Association's website, www.adr.org, OR call the American Arbitration Association's Customer Service telephone number at (800) 778-7879.

WAIVER OF CLASS ACTION AND JURY TRIAL

WE EACH AGREE THAT ANY AND ALL DISPUTES, WHETHER SUBMITTED TO ARBITRATION OR DECIDED BY A COURT, MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. YOU AND THE CREDIT UNION HEREBY VOLUNTARILY AND KNOWINGLY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE CREDIT UNION WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT, TO THE FULLEST EXTENT ALLOWED BY LAW.

YOUR RIGHT TO OPT-OUT: ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION AND JURY TRIAL

IF YOU DO NOT WANT THIS ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION TO APPLY, YOU MAY OPT-OUT BY SENDING A WRITTEN REQUEST TO THE CREDIT UNION POSTMARKED WITHIN SIXTY (60) DAYS OF YOUR RECEIPT OF THIS AGREEMENT. THE OPT-OUT MUST INCLUDE YOUR FULL NAME, ADDRESS, TELEPHONE NUMBER, ACCOUNT NUMBER AND PERSONAL SIGNATURE, AND MUST BE MAILED TO THE CREDIT UNION AT: EAGLE COMMUNITY CREDIT UNION, ATTENTION: _____, P.O. BOX 5196, LAKE FOREST, CA 92609-8696. OPTING OUT WILL NOT TERMINATE THIS AGREEMENT OR AFFECT ANY OTHER RIGHTS AND OBLIGATIONS YOU OR THE CREDIT UNION HAVE UNDER THIS AGREEMENT.

This arbitration provision does not preclude you from bringing issues regarding your accounts to the attention of any federal, state or local agency or entity. Such agency or entity may be able to seek relief on your behalf.

Nothing in this arbitration provision shall limit your or our right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional remedies (including but not limited to, injunctive relief or interpleader relief). The exercise of such rights will not constitute a waiver of the right to submit any dispute to arbitration.

This Arbitration Agreement and Waiver of Class Action and Jury Trial provision shall survive your death, the closing of any of your accounts, the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law and shall also survive as to any claim within the scope of this Agreement.

If any term or provision of this Arbitration Agreement and Waiver of Class Action and Jury Trial provision is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision.

