

xceed financial federal credit union

# Electronic Services Agreement and Disclosure

September 5, 2018



**xceed**financial

is now

**kinecta** 

All references to Xceed in  
this document shall refer to  
Kinecta Federal Credit Union.



**xceed**financial  
credit union

at work for **you**<sup>™</sup>

800.XFCU.222

XFCU.ORG



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## All Accounts

"I," "me," "mine," "my," "myself," "we," "us," and "our" mean each and all of those (whether one or more persons) who sign the applicable Membership Application/Signature Card. The words "you," "your," and "yours" mean Xceed Financial Federal Credit Union.

I understand that by accepting, retaining, using or allowing others to use ATM card/Visa® Debit Card or any other electronic services offered by you, I am agreeing to be bound by the terms and conditions of this Electronic Services Agreement and Disclosure ("Agreement and Disclosure").

This Agreement and Disclosure is given by you in compliance with the Electronic Funds Transfer Act (15 USC Section 1693 et seq.) and Regulation E (12 CFR 205 et seq.) to inform me of certain terms and conditions of the electronic funds transfer services I have requested.

At the present time, you participate in several types of services that may be accomplished electronically: preauthorized deposits of net paychecks, pension checks and federal recurring payments (for example, Social Security payments), certain preauthorized payments from my account (for example, insurance premiums), certain preauthorized transfers, certain point-of-sale (POS) transactions, electronic funds transfers conducted at your ATMs or network ATMs identified in the ATM section, and certain transactions through electronic access systems including but not limited to, Xceed On-Call, Xceed Online, mobile banking, alerts by phone, email, and mobile text services. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that other Agreements and/or Disclosures applicable to any of my accounts (including, for example, checking accounts, savings accounts, and other applicable accounts) remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement and Disclosure.

## GENERAL DISCLOSURES APPLICABLE TO:

### ALL ELECTRONIC SERVICES

**Security:** You will never ask me to divulge my personal identification number (PIN), password, or access codes under any circumstances.

Additional information regarding protecting my personal data can be found on your website at [xfcu.org](http://xfcu.org).

**Business Day Disclosure:** Your business days are Monday through Friday. Holidays are not included. Your proprietary ATMs are open but not always accessible 24 hours a day. The Xceed On-Call audio response/electronic telephone banking service and Xceed Online are available for my convenience 24 hours a day.

**How to Contact You:** I may contact you in any of the following ways:

- Call your Contact Center at 800.XFCU.222 (800.932.8222) or, if I am outside the U.S., at 310.607.2000.
- Write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- Send a secure message through Xceed Online.
- Video chat from the Xceed Mobile App or xfcu.org through Xperience Center.
- Visit my local Financial Center.

**Disclosure of Account Information to Third Parties:**

You will disclose information to third parties about my account or the transactions I engage in:

1. When it is necessary to complete an electronic transaction.
2. In order to verify the existence of my account for a third party, such as a credit bureau or merchant.
3. In order to comply with a government agency, court order, or any legal process.
4. If I give you my written permission or as otherwise allowed by law.

**Errors and Omissions:** In case of errors or questions about my electronic services transactions, if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt, I will contact you as soon as I can in one of the following ways:

- Call your Contact Center at 800.XFCU.222 (800.932.8222) or, if I am outside the U.S., at 310.607.2000.
- Write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- Send a secure message through Xceed Online.
- Visit my local Financial Center.

You must hear from me no later than sixty (60) days after you send me the **first** statement on which the problem or error appeared. I will:

1. Tell you my name and account number.
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information.
3. Tell you the dollar amount of the suspected error.

If I initially provide this information to you via the telephone, you may require that I send my complaint or question in writing within ten (10) business days.

You will advise me of the results of your investigation within ten (10) business days [or twenty (20) business days if my account was opened less than thirty (30) days prior to the date of the suspected error] after I hear from you and, if you have made an error, you will correct it promptly. If it takes you longer than ten (10) business days [or twenty (20) business days if my account was opened less than thirty (30) days prior to the date of the suspected error] to research my complaint or problem, you must provisionally credit my account within such time for the amount I think is in error so that I will have the use of the money during the time it takes you to conclude your investigation. If you ask me to put my question or complaint in writing and you do not receive it within ten (10) business days, you reserve the right not to credit my account.

At the conclusion of your investigation, you will inform me of your results within three (3) business days. If you determine that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation. In all cases, your investigation will be completed within forty-five (45) days [or ninety (90) days if my account was opened less than thirty (30) days prior to the date of the suspected error, if the suspected error occurred at a point-of-sale location, or if the suspected error occurred outside the United States].

I understand and agree that any questions regarding the quality of goods and services should be directed to the merchant.

### **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 in the correct amount or time, you may be liable for my losses and damages to the extent required by law. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, acts of God, power outages and the like, or earthquake) 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 from third parties (e.g., the U.S. Treasury, an automated clearinghouse, or a terminal owner).
5. Your ATM, a network ATM, Xceed On-Call, or Xceed Online was not working properly, and I knew about this breakdown when I started the transaction.

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, Xceed On-Call PIN, or Xceed 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 terminal or equipment failure.
15. I receive notice from a merchant or institution that any payment I made through Xceed Online remains unpaid, and I fail to notify you promptly of that fact.
16. The payee was a merchant or institution I am not permitted to designate.
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.

The list of examples set out in the above is meant 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.

Provided that no exceptions are applicable, if you cause an incorrect amount of funds to be removed from my account, or cause funds from my account to be directed to a person or entity which does not comply with my transfer or payment instructions, you will be responsible for returning the improperly transferred funds to my account and directing to the proper recipient any previously misdirected bill payments or transfers.

EXCEPT AS REQUIRED BY LAW, YOU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY HEREOF) 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.

**Charges for Electronic Funds Transaction Services:**

Charges associated with my electronic funds transactions may be disclosed by you through any means permitted by law, such as in your Services and Schedule of Fees or online. For example, a stop payment on a preauthorized electronic payment may be subject to a fee for each stop payment order I request. If I request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to your reasonable cost of reproduction may be charged. Any fees charged will be deducted from my account(s).

**Change in Terms:** You may change the terms and charges for the 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.

**Termination of Electronic Services:** I may, by prior written request, terminate my use of any of the electronic services provided for in this Agreement and Disclosure. You may terminate my right to use and make electronic funds transfers at any time with or without notice. If I ask you to terminate my account or the use of any of your ATM card(s), Visa Debit Card(s), Xceed On-Call, or Xceed Online, I will remain liable for subsequent transactions performed by any other party to my account.

**Periodic Statement:** My electronic payments and transfers will be indicated on account statements you provide or make accessible by mail, electronically, or by some other means. I will receive a monthly account statement (unless there are no transfers during that month) for the account(s) that I have accessed, which will show the effective date that I initiated each transaction, the type of transaction, and the amount of transactions occurring during that statement period. In any case, I will receive a statement at least quarterly.

**My Liability for Unauthorized Transactions and Advisability of Reporting:** I must tell you at once if I believe my ATM card, Visa Debit Card, personal identification number (PIN), or password or access codes including my Xceed On-Call or Xceed Online PIN have been lost, compromised, or stolen. The best way to contact you is by telephone to minimize possible losses. I understand that I could lose all the money in my account(s) plus my maximum overdraft and line of credit limit.

If I tell you within two (2) business days after I learn of the loss, I can lose no more than \$50 if someone used my card, PIN, or code without my permission. If I do not tell you within two (2) business days after I learn of the loss, compromise, or theft of my card, PIN, or code and you can prove you could have stopped the unauthorized transactions if I had told you, I could lose as much as \$500. If my statement shows electronic funds transfers that I did not make, I must tell you at once. If I do not tell you within sixty (60) days after the statement was mailed to me, I may be liable for transactions posting after the sixty (60) days if you can prove that you could have prevented the transactions if I had told you in time. If a good reason (such as a long trip or a hospital stay) kept me from telling you, I will let you know, and you may extend the time periods.

If there is unauthorized use of my Visa Debit Card and the transaction takes place on the Visa network, then my liability will be \$0. This provision limiting my liability does not apply to ATM cash disbursements processed on non-Visa or non-Plus networks, or non-Visa PIN-less debit transactions. Additionally, my liability with respect to unauthorized transactions may be greater than the above \$0 liability limit, to the extent allowed under applicable law, if you reasonably determine, based on substantial evidence, that I was grossly negligent or fraudulent in the handling of my account or card. In any case, to minimize my potential liability, I should notify you of any unauthorized use no later than sixty (60) days after my statement was made available to me.

**Telephone Number, Email, and Address to Be Notified in Event of Unauthorized Transactions:** If I believe my ATM card, Visa Debit Card, PIN, or access code has been lost or stolen, or that someone will or may use it to transfer money from my account without my permission, I will contact you in one of the following ways:

- Call your Contact Center at 800.XFCU.222 (800.932.8222) or, if I am outside the U.S., at 310.607.2000.
- Write you at Xceed Financial Federal Credit Union, 888 N. Nash Street, El Segundo, CA 90245.
- Send a secure message through Xceed Online.
- Visit my local Financial Center.

## **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 by you.
2. I may make cash withdrawals, not to exceed my daily authorization limit, at any ATMs described herein.
3. I may make electronic transactions (including, but not limited to, point-of-sale transactions, transfers, withdrawals) in amounts not to exceed my daily authorization limit.
4. If my account is not in an open and active status, purchases and ATM transactions made with my card may be suspended. However, 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 the transfer.
7. You reserve the right to refuse to pay any payee whom I may 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 quasicash or 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 off-track betting or wagering, each of which is prohibited under this Agreement.

**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 accomplished 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 your 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.

**Notice and Communications:** Except as otherwise provided in this Agreement and Disclosure, all notices required to be sent to me will be effective when you mail or deliver them to the last known address that you have for me in your records or when you make such notices available to me through your Xceed Online or at the last known email address you have for me. Notices from me will be effective when received by mail at the address specified in the "How to Contact You" section in this Agreement and Disclosure and you have sufficient time to act upon my request.

**Overdraft From Line of Credit or Share Account:** I understand that if I have designated an overdraft share and/or line of credit accounts in conjunction with my checking account, I may use such accounts to fund any overdraft on my checking account, including but not limited to overdrafts caused by any electronic check transactions, point of sale transactions, preauthorized withdrawal transactions or payment services. If I do overdraw, I authorize you to cover the overdraft on my checking account by making an advance from my line of credit account, if any, or withdraw funds from my designated share account(s).

Overdrafts that cannot be honored are payable on demand and may result in termination of my account(s).

**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 and have the right to apply such 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.

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

**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.

**Disclaimer:** I understand that the electronic access systems are authorized only for domestic use within the United States and territories that fall under the jurisdiction of U.S. laws and treaties. You accept no responsibility for any usage going outside or through the territorial jurisdiction of the United States or any violations of foreign encryption or telecommunication prohibitions or laws. You may offer additional systems and/or services in the future, and if so, I will be notified of them.

## **ADDITIONAL DISCLOSURES APPLICABLE TO:**

### **PREAUTHORIZED DEPOSIT OF NET PAYCHECKS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS**

If I have arranged to have preauthorized electronic deposits of my net paycheck, pension checks or federal recurring payments (for example, Social Security payments), the following information applies to me:

**Account Access:** Preauthorized deposits may be made to my savings, money market, or checking account(s).

**Notification of Preauthorized Deposits:** If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account.

To find out whether or not the deposit has been made, or if I have not made such an arrangement and have received a deposit, I will call your Contact Center at 800.XFCU.222 (800.932.8222) or, if I am outside the U.S., at 310.607.2000.

**Deposits to Deceased Members 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 you for 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.

## **PREAUTHORIZED WITHDRAWAL TRANSACTIONS AND PAYMENT SERVICES**

If I have requested a preauthorized payment from my account with you (for example, preauthorized payments of insurance premiums), the following information applies to me:

**Initial Authorization:** I can get copies of the preauthorized payment documentation from the third party being paid at the time I give the third party the initial authorization.

**Account Access:** Preauthorized payments may be made from my checking, savings, and money market accounts.

**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 the amount of the purchase. I can also authorize a merchant or other payee to debit 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.

**Unauthorized Transfers—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 will contact you in one of the ways listed in the “How to Contact You” section.

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.

**Right to Stop Preauthorized Payment:** If I want to stop any of the preauthorized payments, I will contact you in one of the ways listed under the “How to Contact You” section above in time for you to receive my stop request three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my request in writing and supply it to you within fourteen (14) days. You will charge me a fee for each stop payment order I request as disclosed in your Services and

Schedule of Fees. Such stop payment notice will apply only to that particular payment. To be sure that a third party does not bill me again for the "stopped" payment or to cancel the entire preauthorized payment arrangement, I must promptly contact the third party.

**Your Liability for Failure to Stop Payment:** If I order you to stop one of my preauthorized payments three (3) business days or more before the transfer is scheduled and you do not do so, you will be liable for my losses or damages, to the extent required by law.

**Liability for Unauthorized Electronic Payments:**

I will be liable for unauthorized transfers made from my account by a third party. If I believe an unauthorized transfer has occurred, I must follow the procedures outlined in the "Errors and Omissions" section for resolving errors.

**ELECTRONIC CHECK TRANSACTIONS**

If funds from my account have been transferred via ACH as an electronic check transaction, the following applies to me:

**Types of Available Transactions:** I may make transfers via ACH where I 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 (an "electronic check transaction"). I understand that a merchant or other payee may debit my checking account for returned check fees.

**Account Access:** Electronic check transactions may be made from my checking account or any other account with check-clearing privileges.

**Limitations on Dollar Amounts of Transactions:**

Electronic check transactions may be made only to the extent that I have available funds in my checking accounts or in my available overdraft sources.

**ATM AND POINT-OF-SALE ELECTRONIC FUNDS TRANSACTIONS**

Both the ATM card and Visa Debit Card are referred to as the "card" in this section unless specifically described.

**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 a 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 system.

**Account Ownership for Minors:** 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 apply.

**Card Issuance:** Notwithstanding any provision to the contrary herein, I may only request you to issue one card for each owner or authorized signer on my account. I understand, except for Health Savings Accounts, in the event that I only have a savings account with you, I am only eligible for an ATM card and not a Visa Debit Card.

If I have been issued an additional card for a joint owner or authorized signer on my account, any transaction fees outlined in your Services and Schedule of Fees that apply will be based upon transactions conducted by all owners and signers on the account. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as separate transactions.

**Activation and Use of Your Card:** The activation and PIN selection of my ATM card or Visa Debit Card shall be through telephone. I agree that all transactions made with my authorized PIN or signature utilization are made by me, and I accept all financial liability for such transactions. I also agree to sign my signature in the space provided on my card for additional security and protection. I agree to keep my PIN protected as described hereunder.

If I believe an unauthorized transaction has occurred, I must follow the procedures outlined in the "Errors and Omissions" section for resolving errors.

**Right to Receive Documentation:** If I choose to, I will receive a receipt when I use an ATM, point-of-sale, or other debit transaction service identified in this disclosure. I should retain this receipt to compare with my statement from you. I will receive a monthly statement (unless there are no transfers in a particular month) for the account(s) that I have with you.

**Restricted Transactions:** My card and/or account(s) may not be used for any illegal activity or transactions. Further, I may not utilize my card and/or account for purchase of any goods or services on the Internet that involves gambling of any sort. Such transactions include, but may not be limited to, any "quasi-cash" or 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 off-track betting or wagering. However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

I understand that you have the right to restrict transactions in certain areas, regions, countries, ATMs or merchants as you deem necessary to protect you and/or my accounts due to confirmed or suspected fraud.

**Transaction Fees:** Fees will be charged to my account within two (2) days from the day they are incurred. The fee as disclosed in your current Services and Schedule of Fees or through any other means permitted by law, will not be recorded on the transaction acknowledgment/receipt produced by the ATM, but it will be itemized on my monthly statement. I may be subject to additional fee(s) imposed by another financial institution or a merchant when performing ATM and/or point-of-sale transactions. This practice is known as "surcharging" and is in addition to any ATM fees charged by you.

**Foreign Transactions and Charges:** If a transaction is made at a merchant or ATM that uses a currency other than U.S. dollars, Visa International Incorporated may convert the charge into a U.S. dollar amount ("multi-currency transaction"). Visa will use the government-mandated conversion rate in U.S. dollars or a wholesale currency market rate based on the transaction processing date.

The currency conversion rate used by Visa on the processing date may differ from the rate that would have been used on the transaction date or the cardholder statement posting date. You have no control over the conversion rate.

The merchant outside the United States may convert the currency and settle the Visa Debit Card transaction in U.S. dollars ("single-currency transaction"). In this case, the currency conversion rate will be determined by the merchant involved in the transaction.

An international transaction is a transaction where the merchant's country is not the U.S.A. Transactions over the Internet could qualify as an international transaction.

A separate Visa International Service Assessment (ISA) fee will be charged for each foreign multi-currency transaction and single-currency transaction based upon the transaction amount. The ISA fee is charged directly to me as the cardholder and will appear on my statement as an additional charge as referred to in your Services and Schedule of Fees.

**Offline Activity:** Special processing requirements, such as emergencies or telecommunications problems, may from time to time make it necessary for the ATM system or Visa system during scheduled hours to be temporarily "out of service" or to operate in an "offline" mode. During "offline" operation, withdrawals from a checking or savings account are limited and account inquiries are not available.

**Card and PIN Safety Precautions:** Both a card and a PIN may be used each time I use an ATM or POS terminal.

The following conditions must be observed for both the privacy and protection of my account and the system(s):

1. I must keep my card in a safe place and permit no other person to use it.
2. I must not disclose my PIN or access code to any other person or write it on my card, carry it in my wallet or purse, or otherwise make it available to anyone else.
3. I will immediately report to you any loss or theft of my card and/or PIN. If I authorize you to issue a card (or any other access device) to anyone else, I authorize that individual to withdraw funds from my account(s) that 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 use of the card.

**Safety Tips for Using an ATM or POS Terminal:** When using my card, I will observe the following precautions:

1. Be aware of my surroundings, particularly at night.
2. Consider having someone accompany me when using the ATM or POS terminal after dark.
3. Shield the terminal PIN pad when entering information to avoid having a PIN compromised.
4. Put away cash as soon as the transaction is completed, not display it, and not count the cash until later in the safety of my vehicle or home.
5. If I do notice anything suspicious when approaching the ATM, I will defer the transaction until later or use another ATM or POS terminal.
6. If I notice anything suspicious while transacting business, I will immediately cancel the transaction and put away my card.
7. Immediately report all crimes to the ATM or POS terminal operator and local law enforcement officials.

**My PIN:** I agree to memorize my PIN and will not write it on the card. After memorizing it, I should destroy the PIN notation. Then I can be assured that no one other than me will use the card. If I forget the number, I may come to one of your Financial Centers or call your Contact Center at 800.932.8222 to have my PIN reset or to have one issued to me.

**Using ATMs:** I agree to follow the instructions posted or otherwise given by you or the network ATM system concerning the use of the ATMs.

## **CONSENT TO CONTACT ME ON WIRELESS TELEPHONE**

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 telephone

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 as provided on my application or updated contact information I apply associated with my account, including wireless telephone numbers that could result in charges to me by my wireless phone 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 and/or an automatic telephone dialing system, with the understanding that you will not utilize such technology to contact me for marketing purposes unless I provide my prior express written consent.

## **ATM ELECTRONIC FUNDS TRANSACTIONS**

Both the ATM card and Visa Debit Card are referred to as the "card" in this section unless specifically described.

If I have requested you to issue me a card and I have selected a PIN that can be used to transact business at any of your ATMs, or at any ATM displaying the logo of the ATM networks listed below, hereinafter referred to as "network ATMs," or at POS network terminals, then the following information applies to me:

**Account Access:** The following transactions are available when using the card and PIN at your ATMs or designated network ATMs such as CO-OP ATMs:

- Deposits, withdrawals, transfers, or balance inquires to my savings and checking account(s). All such transactions will access my savings and/or checking account(s) where I am an owner unless otherwise designated. I understand and agree that ATM deposits are restricted on Access Savings and Access Checking Accounts.

The following transactions are available when using the card at PLUS Network<sup>®</sup>, CU24, and Allpoint ATMs:

- Withdrawals, balance inquires, or transfers from my savings and checking account(s). All such transactions will access my primary account(s) unless otherwise designated.

You may offer additional services in the future and, if so, you will notify me of them.

**Note:** Transactions at a shared network system terminal may be subject to a network transaction fee and/or a terminal use fee charged by the operator of the terminal.

Cash withdrawals may be made at any ATM identified as part of the ATM network. When I use an ATM not owned by you, I may be charged a fee by the ATM operator

or any network used, and I may be charged a fee for a balance inquiry even if I do not complete a fund transfer.

**Limitations on Frequency and Dollar Amounts of ATM Transactions:** Provided I have enough money in my savings/checking account(s), I may withdraw up to a maximum of \$510 (or \$110 for Minor ATM Cards or \$610 for Platinum Visa Debit Cards) during any day, including Saturday and Sunday, when using an ATM. However, the amount that I may withdraw daily or in any single use of the ATM may be different at network ATMs, where limits are determined by each individual participating financial institution. For security reasons, in the event my card or PIN is lost or stolen, you may restrict the transactions I can make on the ATM system. The limitations on dollar amounts of transactions apply in aggregate to card transactions on all of my accounts.

## **POINT-OF-SALE ELECTRONIC FUNDS TRANSACTIONS**

Both the ATM card and Visa Debit Card are referred to as the "card" in this section unless specifically described.

**Types of Available Transactions and Limits on Transactions:** By use of my ATM card or Visa Debit Card with my PIN or signature at a participating POS terminal, I authorize you to make withdrawals from my checking or savings accounts for cash advances and/or purchases. I understand that overdraft protection may not be available for such transactions for funds availability or authorization purposes.

**Account Access:** I may use my card to withdraw cash from my checking or savings account(s) by way of a cash advance from merchants, financial institutions, or others who honor the card. I understand that my card is not a credit card and does not provide "credit." I understand, except for Health Savings Accounts, in the event that I only have a savings account with you, I am only eligible for an ATM card and not a Visa Debit Card.

**Limitations on Visa Debit Card Transactions:** Visa Debit Cards may be used to access my checking accounts from any merchant location where the Visa logo is displayed and Visa Debit Cards are accepted. The merchant may be required to obtain an authorization from you. The available balance in my account will be reduced by the amount of any transaction for which the merchant receives authorization from you, even if the documentation evidencing the transaction has not yet been received or processed by you. When the document has cleared through you, any hold placed on my account for the amount of the transaction will be released and my account will be debited for the amount of the transaction.

**Hold on Funds:** I understand that transactions initiated by use of my Visa Debit Card will create an automatic hold on funds equal to the transaction amount or may result in immediate withdrawals from my checking account or other linked account(s) depending on the nature of the particular

transaction. If I do not have adequate funds or amounts in my primary or linked account(s), my transaction may be denied.

**Limitations on Frequency and Dollar Amounts of Point-of-Sale Transactions:** I understand that the Visa Debit Card has a cumulative daily transaction limit of \$3,010 (or \$4,110 for Platinum Visa Debit Cards or \$1,710 for Visa HSA Debit Cards) within which the following limits also apply: (1) \$510 (or \$610 for Platinum Visa Debit Cards) daily limit on cash withdrawals at an ATM, and (2) \$2,500 (or \$3,500 for Platinum Visa Debit Cards, or \$1,200 for Visa HSA Debit Cards) daily limit on POS transactions using a PIN or a signature-based transaction. I understand that the ATM card has a cumulative daily transaction limit of \$1,510 (or \$210 for Minor ATM Cards) within which the following limits also apply: (1) \$510 (or \$110 for Minor ATM Cards) daily limit on cash withdrawals at an ATM, and (2) \$1,000 (or \$110 for Minor ATM Cards) daily limit on POS transactions using a PIN or a signature-based transaction.

I understand that both ATM and POS transactions (using a PIN or a signature) are counted in the cumulative daily transaction limit.

I may make cash advances and purchases using my Visa Debit Card only to the extent that I have available funds in my account(s) plus available funds in my overdraft line of credit, subject to a \$2,500 (or \$3,500 for Platinum Visa Debit Card) per day limitation.

**Card Claims and Transaction Questions:** When I authorize other parties to debit my account, I am responsible for these transactions. Thus, I may have to contact these parties directly if I want to cancel or have questions or complaints about my transactions. Any claims concerning property or services purchased with my card must be resolved by me directly with the merchant or seller who accepted the card. I understand you will not be able to help me because you only have the information received from the other party. Any claim or defense that I assert will not relieve me of my obligation to pay you the total amount of the sales slip. I may be permitted to stop payment on recurring purchases made through the use of my card.

**Visa Debit Card Purchase Returns and Adjustments:** No cash refunds will be made to me on purchases made with my Visa Debit Card. Any refund to me by a merchant or seller of goods or services must be made on a credit voucher signed by me and submitted to you by the merchant or seller. The amount of my credit will be indicated on my statement.

**Visa Debit Card Merchant Disputes:** You are not responsible for the refusal of any merchant or financial institution to honor my Visa Debit Card. You are subject to claims and defenses (other than tort claims) arising out of goods or services I purchase with the card if I

have made a good-faith attempt but have been unable to obtain satisfaction from the merchant or service provider, and (a) my purchase was made in response to an advertisement you sent or participated in sending to me, or (b) my purchase cost more than \$50.00 and was made in my state or within 100 miles of my home.

**Visa Account Updater Notice of Right to Opt Out:**

Visa® Account Updater (VAU) is a free service that is automatically provided for my Visa Debit Card. Out-of-date card information can result in declined merchant transactions. With VAU, my account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, I should also contact the merchants directly if my card information changes. I am entitled to opt out of this service. I may opt out at any time.

To opt out of this service, call 800.XFCU.222 (800.932.8222) or visit a local Xceed Financial Center. To opt back in, please call 800.XFCU.222 to speak to an Xceed associate.

**Mobile Wallet - Accessing My Account by Using**

**a Mobile Device:** I understand that I may be able to, presently or in the future, utilize my smart phone, tablet, or other mobile device (each, a "Device") to store and access my account information, in order to use the Device to initiate transactions on my account. I can use my Device for account transactions by adding my Visa Debit Card to a mobile wallet service ("Wallet Service") offered by a third party Wallet Service provider, and subject to that third party's terms and conditions.

I acknowledge that the Wallet Service is provided to me by a third party that has no affiliation or relationship with you. You are not the provider of a Wallet Service, and are in no way responsible for providing the Wallet Service to me. I understand and agree that your only responsibility in relation to Wallet Services is supplying information securely to the Wallet Service provider to allow my use of the Wallet Service. You expressly disclaim any responsibility for the Wallet Service, how the Wallet Service functions, or my use or inability to use the Wallet Service for any transaction. You are also not responsible for the Wallet Service provider's or any other third party's conduct, including their performance of or failure to perform duties, contractual or otherwise, relating to my use of the Wallet Service. I also understand that you can suspend and/or terminate my use of the card through a Wallet Service at any time at your sole and absolute discretion, without any prior notice to me.

Following my enrollment in a third party's Wallet Service, my Device could be used to initiate purchases of goods or services at a participating merchant similar to using

my card at a merchant, or for “in-app” purchases or other available transactions in digital commerce, and any such transactions will be treated as Purchases made on my account. Such Wallet Service transactions are subject to the terms and conditions of this Agreement.

I understand that when I use my Device to access my account, I must protect my Device and any related passwords and/or user IDs from unauthorized access and use. In the event that I lose my Device or if it is stolen, I should treat such loss or theft as if I lost my card, and contact you immediately. If I allow any person access to my Device, I understand that the person will be able to use my Device to access my account, and I am responsible for any transactions initiated by that person using the Device.

**Transaction Fees:** You do not charge any transaction fees on my point-of-sale transactions at this time. However, I understand that other merchants and institutions may charge such transaction fees. This fee will be included in the amount of the transaction as it appears on my periodic statement. You may charge transaction fees in the future upon written notice at least twenty-one (21) days in advance, or as otherwise provided by law.

## **XCEED ON-CALL ELECTRONIC TELEPHONE BANKING**

**Types of Transactions:** I may have access to the Xceed On-Call audio response electronic telephone banking service and be provided with a PIN for access through a touchtone phone to Xceed On-Call. I may change my PIN at any time and should do so if an unauthorized person has access to my current PIN.

**Account Access:** I may use my Xceed On-Call PIN to access my share account(s) and loan(s). Using my Xceed On-Call PIN, I may:

1. Make inquiries on account balances and loan payment data.
2. Request withdrawals from my share accounts by check with the primary owner as payee and mailed to the primary owner's mailing address on record.
3. Request advances from my applicable line of credit loan(s) to be deposited into one of my share accounts for immediate use and/or further arrange for a withdrawal by check from the share account to be sent to the primary owner as a payee and mailed to the primary owner's mailing address of record.
4. Request transfers to and from savings, money market, checking accounts, and/or loans.
5. Make transfers from my account to other authorized accounts.
6. Request transfers from share accounts to make loan or other payments.

7. Inquire about paid checks.
8. Inquire on prior and current year's dividends.
9. Place stop payments on my personal checks.
10. Opt in and out of Extended Overdraft Privilege.
11. Make payments via Pay-By-Phone service to my Xceed consumer loan from a non-Xceed account.

**Limitations:**

1. Account transfers are limited to the available funds in my share account(s), or from my applicable line of credit loan(s), excluding any balances usually available to me for overdraft purposes.
2. For security reasons, in the event my Xceed On-Call PIN is lost, compromised, or stolen, you may restrict transactions I can make on Xceed On-Call.
3. Check withdrawals requested on regular business days will be mailed on the next business day and must be made payable to the primary owner and mailed to the primary owner's mailing address of record.
4. Check withdrawal requests are limited to one check withdrawal transaction per day. Multiple check withdrawals requested in a day will be combined, and one single check will be sent for the total amount requested. The minimum withdrawal limit is \$1, and the maximum daily withdrawal limit is \$9,999.99. These limits may change from time to time.
5. Loan payment processing from an Xceed share account is only available for exact dollar amount of payments currently due. For principal-only payments, interest-only payments, prepayments, and other types of payments, I will contact you in one of the ways listed under the "How to Contact You" section above.
6. Information about my credit card accounts is not available on Xceed On-Call.
7. Pay-by-Phone requests are limited to one payment per telephone call. The minimum payment limit is \$1, and the maximum payment limit is \$5,000. These limits may change from time to time. Payments will be posted on my loan account within 2 business days, if performed before the cutoff time of 8:00 p.m. Central Time (6:00 p.m. Pacific Standard Time). I understand and agree that I will be charged a convenience fee according to the terms and conditions disclosed to me during the telephone call. The loan must be in good standing.

**PIN Safety Precautions:** For use of my Xceed On-Call PIN, I must observe the following conditions for both the privacy and protection of my account and the system(s):

1. I must keep my PIN in a safe place and permit no unauthorized person to use it.
2. I must not disclose my PIN or access code to any

unauthorized person, carry it in my wallet or purse, or otherwise make it available to anyone else.

3. I will immediately report to you any loss or theft of my PIN. If I authorize you to issue a PIN (or any other access device) to anyone else, I authorize that individual to withdraw funds from my account(s) that 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 use of the PIN.
4. I understand it is recommended to change my password from the system default password after the initial enrollment to provide the best possible protection for my account.

## **XCEED ONLINE BANKING**

**Types of Transactions:** I may have access to the Xceed Online Banking service and be provided with a password or access code to Xceed Online.

**Account Access:** I may use my Xceed Online Banking service once I have enrolled for the service on your website and can perform the following transactions on my share account(s) and loan(s), as applicable:

1. Make inquiries on account balances and loan payment data.
2. Request withdrawals and/or payment from my checking account via your Bill Payer program.
3. Request advances from my applicable line of credit loan(s) to be deposited into one of my share accounts for immediate use.
4. Request transfers to and from savings, money market, checking accounts, and/or applicable loans.
5. Request transfers from share accounts to make regular payments and/or principal-only loan payments.
6. Inquire about paid checks.
7. Set-up Alerts and Mobile Text Services.
8. Request transfers from my share accounts to share accounts in another Xceed member's name via Cross-Member Transfer.

### **Limitations:**

1. Account withdrawals and transfers are limited to the available funds in my share account(s), or from my applicable line of credit loan(s).
2. For security reasons, in the event my Xceed Online password or access code is lost, compromised, or stolen, you may restrict transactions I can make on Xceed Online.
3. Regular loan payment processing is only available for exact dollar amount of payments currently due. For

interest-only payments, prepayments, and other types of payments, I will contact you in one of the ways listed under the “How to Contact You” section above.

**Password Safety Precautions:** For use of my Xceed Online password or access code, I must observe the following conditions for both the privacy and protection of my account and the system(s):

1. I must not disclose my password or access code to any other person, or carry it in my wallet or purse, or otherwise make it available to anyone else.
2. I will immediately report to you any loss, compromise, or theft of password or access code.
3. I may change my password or access code at any time and should do so if an unauthorized person has access to my current password or access code.

**Note:** Additional provisions are outlined in the Xceed Online Service Agreement, which can be found online at [xfcu.org](http://xfcu.org).

## **MOBILE BANKING**

To provide me with alternative account access options, you offer mobile banking via web-enabled cell phones or other electronic devices. To use mobile banking, I must first be enrolled in Xceed Online. I agree that if I access Xceed Online through mobile banking, I will be bound to the terms of the Xceed Online Service Agreement, which can be found online at [xfcu.org](http://xfcu.org).

You do not charge a fee for mobile banking. However, I understand that I may incur fees from my mobile carrier as detailed in my carrier’s mobile plan.

Although you are fully committed to keeping my information private and secure, I am solely responsible for the security of my mobile device. Information such as account balances and account activity may be viewed by someone with access to my phone. If I lose my phone, my phone is stolen, or I notice that unauthorized activity has occurred on my account, I will contact you immediately.

It is my responsibility to reconcile my account(s), and I will not rely on mobile banking as a tool to replace my monthly account statements—official records of my accounts.

**Note:** Additional provisions are outlined in the Xceed Online Service Agreement, which can be found online at [xfcu.org](http://xfcu.org).

## **ALERTS BY PHONE, EMAIL, AND MOBILE TEXT**

You may offer, at your discretion, certain account and service-related notifications, messages, and alerts (collectively “alerts”) through email, phone, and/or mobile text messaging services (collectively “these services”). I agree that the following terms and conditions apply to

these services:

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

**Note:** I understand and agree that these services are

offered separately and are independent from the Alerts and Mobile Text Services offered by you through Xceed Online. Terms and conditions applicable to the Alerts and Mobile Text Services are outlined in the Xceed Online Service Agreement, which can be found at [xfcu.org](http://xfcu.org).

## **SHARED-BRANCH TRANSACTIONS**

The following transactions are available at Credit Union Service Centers® Network shared-branch locations:

1. Deposits, withdrawals, transfers, or balance inquires from my savings, checking, and money market account(s).
2. Loan payments to loan(s) with you.

All such transactions shall access my share accounts and loans unless otherwise designated.



This credit union is federally insured by the National Credit Union Administration.

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