

# **Online Banking Registration Disclosure**

## **ONLINE AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE**

This Agreement and Disclosure ("Agreement") covers Internet Banking Services offered by Frontwave Credit Union ("Frontwave," "we," "us"). With Frontwave Internet Banking, you can use your personal computer ("PC") with Internet access to access your Frontwave accounts, transfer funds, obtain loan advances and determine the status of deposits.

### **AGREEMENT AND DISCLOSURE STATEMENT INTRODUCTION**

Electronic Funds Transfers (EFTs) are payments to or withdrawals from your account, which are started electronically. This Agreement applies to transactions initiated by Internet Banking and Telephone Access. By requesting, keeping or using Internet Banking, you consent to the terms of this Agreement.

### **INTERNET BANKING SERVICES**

#### **Eligibility**

Internet Banking Services are open to all Frontwave members, subject to credit union approval.

If you have a PC with Internet access, keying your Password and the proper commands will enable you to:

- 1) transfer funds from one of your accounts to another (except IRA or Certificate accounts),
- 2) obtain an open-end line of credit loan advance (you can apply for a loan online) and have it deposited directly to your Frontwave savings or checking account (Provided you have an active line of credit and are current on all obligations to Frontwave,
- 3) make payments on Frontwave loans by direct transfer from your account,
- 4) verify account balances, dividends, last deposit and check clearance status, and
- 5) review and download account transaction history on Frontwave accounts at any time.

### **TRANSFER LIMITS**

Government regulation limits certain transfers via Internet Banking from non-transaction accounts, which include money market accounts, to six per month. Withdrawals in the form of a check payable to you and mailed to you at your address in our records do not count toward the limit.

## SERVICE AVAILABILITY

Internet Banking transactions are limited to available funds in your accounts. The services are generally available 24 hours a day, seven days a week, but the services may occasionally be shut down for maintenance.

## GENERAL PROVISIONS

Any person who applies for or uses Internet Banking is equally obligated (jointly and severally) with any other such person to meet the terms of the Agreement. You will be responsible for all transactions resulting from the use of Internet Banking until you notify us in writing to deactivate the service. You are also obligated to repay any charges that result from the use of Internet Banking by a person using the service with your permission, whether or not the user stays within the limits of your permission. Any persons who use Internet Banking are also obligated to repay Frontwave for any charges incurred because of their use of the service (s).

## YOUR PASSWORD

Internet Banking is secure and private, using a unique password. You cannot use Internet Banking without keying in a password. Keeping your password secret will help prevent unauthorized persons from taking money out of your Frontwave accounts.

Please follow these simple rules:

- 1) Memorize your password, just as you learn a frequently called telephone number.
- 2) DO NOT keep your password near your computer.
- 3) If you must write your password down, do so in a way that it won't be easily recognized.
- 4) Do not let anyone observe you as you key in your password.

If you give your password to another person, that person is an authorized user. They can perform any transactions on your accounts that you can perform yourself. You are responsible to Frontwave for all transactions that any authorized user makes on your accounts, whether or not they stay within the limits of the permission you give them. The only way to discontinue that person's access to your accounts is to ask us to deactivate your password and re-register you as a user.

## YOUR LIABILITY FOR UNAUTHORIZED USE OF INTERNET BANKING

If you believe that someone has obtained your Internet Banking password, or any other situation has arisen that has enabled or may enable an unauthorized person to take money from your account(s) without your permission, tell us immediately (see "How to Contact Us" at the end of the Agreement). If you believe that your password has been lost or stolen and you tell us within two business days after you learn of the loss or theft, your loss will be no more than (\$50). If you do not tell us within two business days after you learn of the loss of theft, and we can prove that we could have stopped someone from using your password without your permission, you could lose as much as (\$500). You should treat your password with the same care you would your credit card, cash or other important documents to prevent their unauthorized use. If your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the

60 days, provided we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (like a long trip or a hospital stay) kept you from telling us, we may extend the time period.

You agree to indemnify and save Frontwave harmless from all costs, claims, damages, or liability, sustained as a result of carrying out authorized instructions in a reasonable manner.

#### CONFIDENTIALITY

We will not disclose information to third parties regarding your accounts except:

- 1) when necessary to complete transactions,
- 2) to verify the existence or condition of your account to a third party such as a credit bureau or merchant,
- 3) to comply with government agencies or court orders or other lawful process or
- 4) if you give us written permission

#### CHANGES TO THIS AGREEMENT

We can change the terms of this Agreement by mailing or delivering a written notice or an amended Agreement to you at your last known address in our records for your accounts. When we change the Agreement, we will generally give you 21 days advance notice, unless an emergency requires change without notice.

#### TERMINATION OF THIS AGREEMENT

You agree that we can immediately terminate this Agreement and your use of EFT devices, including Internet Banking, if:

- 1) you or any authorized user of Internet Banking breach this Agreement or any other agreement between us,
- 2) we have reason to believe that there may be or has been unauthorized use of Internet Banking,
- 3) there are conflicting claims to funds in your accounts,
- 4) you or any authorized person asked us to do so,

#### TERMS OF YOUR OTHER ACCOUNT AGREEMENTS ALSO APPLY

Internet Banking may involve other Frontwave accounts, such as savings, checking or loan. The terms of the agreements governing those accounts also apply to Internet Banking transactions on those accounts.

#### OUR RIGHT TO RECOVER WHAT YOU OWE US

If your use of Internet Banking services results in you becoming indebted to Frontwave, and you do not pay the debt within a reasonable time after our demand, you agree that we can take funds from any Frontwave account in which you have an interest to recover all or part of what you owe us. You agree to pay our reasonable costs of collecting what you owe us before we take legal action. If we take legal action to collect what you owe, you agree to pay our reasonable attorney's fees and costs of suit, whether the legal action is a collection lawsuit, a proceeding to protect our interests if you become a debtor in bankruptcy, an appeal, or another type of legal action.

## GOVERNING LAW

Applicable federal and California law governs this Agreement. If any provision is found unenforceable, the rest of the Agreement will remain in effect. Your use of Internet Banking or acknowledges that you have received a copy of this Agreement and agree to its terms.

## YOUR RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSACTIONS

You can use Internet Banking to review and print your account history at any time. You will receive a monthly statement, by mail or electronically, if you have a Share Draft Checking Account with Frontwave Credit Union and in any month in which electronic funds transfer activity occurs on any of your Frontwave accounts. In any event, active accounts receive a statement not less often than quarterly.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

Immediately contact us as indicated in the "How to Contact Us" section of this Agreement, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or acknowledgment. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. Tell us your name and account number. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you believe you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you put your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you (20 business days for new accounts) and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale or foreign transactions) to investigate your complaint or question. If we do this, we will provisionally credit your account within 10 business days (20 business days for new accounts) for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. A new account is an account that has been open with us less than 30 days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account. If we determine there was an error, we will credit your account, or change a provisional credit to a permanent credit, within one business day. If we determine there was no error, we will reverse any provisional credit. We will tell you the results of our investigation within three business days after it is complete. You can request copies of the documents we used in our investigation.

## HOW TO CONTACT US

You can contact Frontwave Credit Union via telephone, toll-free from 7 a.m. - 6 p.m. Monday-Friday and 9 a.m. - 4 p.m. Saturday at 1.800.736.4500, or in writing by sending correspondence to:

Frontwave Credit Union

1278 Rocky Point Drive

Oceanside, CA 92056

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