



Online Banking Agreement and Disclosure

In this Online Banking Agreement and Disclosure, the words "you", "your" and "yours" mean each and every one of you who registers for or who utilizes the Online Banking service. The words "we", "us", "our", and "Logix" each mean Logix Federal Credit Union. "Agreement and Disclosure" means this Online Banking Agreement and Disclosure.

This Online Banking Agreement and Disclosure specifically governs the Logix Federal Credit Union Online Banking service (Online Banking) and contains your and our rights and responsibilities and the terms and conditions under which this service is provided. **Please read this Online Banking Agreement and Disclosure carefully and retain it for your records.**

When you Register for the Logix Online Banking service or permit another to Register and use the Logix Online Banking service on your behalf, you acknowledge receipt of this **Online Banking Agreement and Disclosure** and agree to be bound by all terms and conditions contained herein, all terms and conditions contained in the **Online Services E-SIGN Act Consent and Disclosure**, as well as all of the other agreements with you governing your Logix share accounts, loans, lines of credit, and any other product or service accessible or available through this Online Banking service. You should review those agreements and disclosures for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions which might impact your use of a share account, loan, line of credit, or other product or service within the Online Banking service.

By enrolling in other services available within Online Banking, including our e-Statement Service, MoneyMover Service, Web BillPay Service, and eDeposit Mobile Remote Deposit Capture, and/or by authorizing others to do so on your behalf, you agree to be bound by the terms and conditions of those agreements and disclosures. Logix may amend the terms of this Agreement and Disclosure and its other agreements and disclosures from time to time without notice, except as may be required by Law. We may modify or cancel your Online Banking service or other Services available through Online Banking at any time without notice, at our discretion, except as may be required by Law. You agree to follow all Online Banking service instructions as reflected on your computer monitor or other system access device screen.

CHARGES AND FEES: There is no charge for the Online Banking service, e-Statement Service, MoneyMover Service, Web BillPay Service, or Business Bill Payer (for business accounts). Specific transaction-related fees may apply to the Web BillPay Service and Popmoney services, and Business Bill Payer (for business accounts) - refer to the Web BillPay Service and Popmoney Service agreements, or the Business Bill Payer service agreement for more information. You are solely responsible for the payment of any Internet Service Provider and telephone and utility company charges incurred in connection with accessing our Online Banking service.

SERVICES: With Online Banking you can access and view your Logix accounts, process transactions 24 hours a day seven days a week, and:

- View account balances, history, transaction detail, and paid checks;
- Transfer funds between accounts and make loan payments;
- Obtain cash advances against your Credit Card, ReadyLine of Credit, and Home Equity Line of Credit;
- Block your Logix Debit or Credit Card;
- Export your account activity to Quicken / Money;
- Obtain and customize reports that identify and track your spending;
- Set up Alerts to notify you of new transactions and balance changes on your accounts;
- Receive your Logix Account Statements, Credit Card Statements, Mortgage Statements, and Home Equity Line of Credit Statements online electronically with our e-Statement Service (*you must specifically enroll in this service and change your Delivery Preferences to "Electronic"*);
- Receive Notices, electronically;
- Open new Logix share accounts;
- Apply for a vehicle loan, Credit Card, or even a Mortgage Loan or Home Equity Line of Credit;
- Transfer funds to or from your accounts at other financial institutions through our MoneyMover Service (*you must specifically enroll in this service*);
- Pay your bills with our Web BillPay Service or Business Bill Payment Service (for business accounts) - (*you must*

specifically enroll in this service);

- Upload and store documents using the eDocuments feature;
- Update your Logix account Profile Information, such as phone number, email address, and street address, and change your Online Banking Username and Password; and
- Chat live with a Logix Member Service Officer.
- NOT ALL SERVICES MAY BE AVAILABLE TO ALL BUSINESS ACCOUNT TYPES

e-Statement Service (You must set your Statement Preferences to Online Statements and enroll in this service via Online Banking): You can receive your Account Statements, Credit Card statements, Mortgage Statements, Home Equity Line of Credit Statements, and Home Equity Line of Credit and ReadyLine Billing Notices, other Notices, and Tax Statements online electronically when you set your Statement Preferences “Online Statements” and enroll in the e-Statement Service. With the e-Statement service you can “go-green”, eliminate paper statements, and reduce risk by no longer having these paper statements and notices sitting in your U.S. mailbox. The complete **e-Statement Service Agreement and Disclosure** is included beginning on **page 9** of this Online Banking Agreement and Disclosure and is also provided in connection with your enrollment in this specific service.

MoneyMover Service (You must specifically enroll in this service via Online Banking): With the MoneyMover Service you can set up one-time or recurring funds transfers to and from your accounts at other financial institutions, to and from your Logix accounts. A separate MoneyMover Service Agreement and Disclosure will be provided to you in connection with your enrollment in this specific service. **This service may not be available to all business account types.**

Web Bill Payment Service (You must enroll in this service via Online Banking): Pay your bills online with our Web BillPay Service or Business Bill Payer (for business accounts). Web Bill Payments can only be made from your checking account. A separate Bill Payment Service Terms and Conditions Agreement and Disclosure will be provided to you in connection with your enrollment in this specific service. By enrolling in the Web BillPay Service you will also have access to the **Popmoney Personal Payments Service** which allows you to make person-to-person payments to other parties. Restrictions apply. A separate Popmoney Service Agreement will be provided to you in connection with your enrollment in this specific service. **For Business Bill Payment (for business accounts) you may be directed to enroll at a specific web location or portal outside of Online Banking.** A separate Business Bill Payment Service Terms and Conditions Agreement and Disclosure will be provided to you on connection with your enrollment in this specific service. The Popmoney Service is not available for Business Bill Payer (for business accounts).

DEFINITION OF OTHER TERMS:

- **ACH** means an electronic funds transfer transaction processed through the Automated Clearing House.
- **Business Day** means Monday through Friday, except Federal holidays.
- **Consumer Account** means an account owned by one or more individuals and used for personal, family, or household purposes. **Where indicated, Consumer Accounts also includes Sole Proprietorship Accounts.** Other business entity account types are considered Non-Consumer Accounts.
- **Law** means Federal Law applicable to this Online Banking service, and to the extent not superseded by Federal Law, the Laws of the State of California, and the Laws of the state applicable to your Share Account, if applicable.
- **Loan Account** means an eligible personal loan, line of credit, credit card, home equity loan, home equity line of credit, and residential mortgage loan. As other loan types become eligible, they will be subject to the terms of this Agreement and Disclosure.
- **Share Account** means an eligible savings, checking, money market, or certificate account owned by you.

HARDWARE AND SOFTWARE REQUIREMENTS: To access the Online Banking service and your account records you must have, at your cost:

- A computer with Microsoft Windows 7 Operating System or higher or Apple Mac® OS X v10.x Operating System or higher.
- Internet Explorer 8+, Mozilla Firefox 1.5+, Apple Safari 4.1.3+, or Google Chrome internet browser with 128-bit SSL encryption; JavaScript and cookies enabled. Other internet browsers may be used but are not supported.
- Internet access and connectivity.
- A valid operating email address.
- Adobe Reader software to access and view documents provided to you in PDF format.
- Sufficient memory and drive space capacity to download and save PDF documents and/or import account transaction activity to your computer and into money management software (i.e. Quicken).

By affirmatively registering for Online Banking, you confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by us from time to time. Logix is not responsible for any third party browser or other software you may need to use to access and use Online Banking. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

You should have current anti-virus/malware/spyware software installed on your computer and keep the software updated. It is important that you download and install all service packs, security updates, version updates, and software updates as deployed by your Operating System and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise exploit.

CHANGES TO HARDWARE AND SOFTWARE REQUIREMENTS: If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access the Online Banking service, we will give you notice of the revised hardware or software requirements. Your continued use of the Online Banking service after we send you notice of the change is reaffirmation of your consent.

We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with Online Banking. Such discontinuation could result in the unavailability of the Online Banking service to those with such identified internet browser or software.

CREATION AND CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD: You are required to create a Username and Password in connection with your registration and use of the Online Banking service. You are required to create a complex Username and Password so that others cannot guess or figure out what they are. The Username and Password are required for security purposes in connection with the authentication of your access to the Online Banking service and the transfers and payments you initiate through the Online Banking service. Your Username and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Username and Password. You agree not to disclose or otherwise make your Username and Password available to anyone. If you authorize anyone to use your Username and Password, that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying us and creating a new Username and Password. You understand that if you reveal your Username and Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Username and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of Online Banking. See the **"ALLOWING ACCESS TO OTHER PERSONS"** section below for additional IMPORTANT information.

If you fail to maintain security of your Username and Password and we suffer a loss, we reserve the right to terminate your Online Banking services under this Agreement and Disclosure as well as your other Logix account and loan products and services. Users of the Online Banking service should utilize such other Username and Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. Online Banking provides the capability for you to change your Username and Password at any time. To help safeguard your security, you should change your Username and Password frequently. **If you forget your Username or Password you should first utilize the "Forgot Username" and/or "Forgot Password" feature available on the Sign In webpage to assist you. Otherwise, if you forget your Username or Password or your system access is locked or disabled due to the use of an incorrect Username or Password, contact the Member Service Center Toll Free at 800-328-5328. We may require that you re-register to gain access to the Online Banking service.**

ALLOWING ACCESS TO OTHER PERSONS: You acknowledge and agree that a single Online Banking login Username and Password may allow you access to all Logix accounts that you either own or on which you are an authorized signer. If you provide other persons your Online Banking login Username and Password, you acknowledge that you are permitting such persons to transact on all accounts and lines of credit you can access through such login Username and Password on Online Banking, including any overdraft protection that may be triggered as a result, even if the person is not an owner or authorized signer on any or all of the accounts. As a result, you are responsible and assume the risk for all transactions on the account(s) by any such persons who you provide your Online Banking login Username and Password, or anyone they share such information with, even if they exceed the scope of any authority you provide such persons such persons and/or initiate fraudulent or unauthorized transactions.

PRINT AND DOWNLOAD DOCUMENTS: Online Banking service documents are provided in either HTML and/or PDF format. For those documents provided in PDF format, Adobe Reader version 6.0 or later is required. A free copy of Adobe Reader may be downloaded at <http://www.get.adobe.com/reader>. To print or download documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

eDOCUMENTS PERSONAL DOCUMENTS: The eDocuments Personal Documents feature of Online Banking provides a central and secure location for you to upload, store, and retrieve your important documents. In addition to the ability to store and retain your Logix statements and notices, you can save electronic copies of will and trust documents, tax filings and statements, loan documents, marriage license and birth certificates, contracts, receipts, and more.

Allowable Document Types: The eDocuments "Add Document" webpage lists the allowable document types that may be uploaded to your eDocuments file. Refer to the eDocuments Add Document webpage for document/file size limits and storage capacity information. We may limit the size of any individual document/file type that can be uploaded and we may limit the eDocuments file storage size/capacity without notice to you.

Only documents and files that do not violate any state or federal law may be uploaded to eDocuments.

You understand, acknowledge, and agree that we specifically prohibit and that you will not upload, store or disseminate any illegal, pornographic, obscene, malicious, or violent or hateful content document, image, video, or file. Logix Federal Credit Union reserves the right to delete any uploaded document or file. Any document or file deemed by us, at our sole discretion, as in violation of any state or federal law, or which we consider to be illegal, pornographic, obscene, malicious, violent, hateful, indecent, or objectionable, may be immediately removed or deleted by us and may result in termination of your Online Banking service. We may report and share any document or file with any law enforcement, regulatory, or governmental agency in order to fulfill our legal obligation and/or to respond to any legal mandate, order, or regulatory requirement.

You are solely responsible for the management of all documents and files you upload and save using the eDocuments Personal Documents feature of Online Banking. If you delete any document or file, or if you or we cancel or terminate your Online Banking service, we will have no obligation to maintain, retain, provide, or otherwise make available to you any previously uploaded document or file. eDocuments Personal Documents are deleted upon cancellation or termination of your Online Banking service.

BUSINESS AND PROCESSING DAYS: Our business days are Monday through Friday, excluding holidays. The Business Day cut-off time is approximately 10:30 P.M. Pacific Time (PT), after which transactions will reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. For example, transactions initiated by you each business day before 10:30 P.M. (PT) are processed with that calendar day's date. Transactions initiated after 10:30 P.M. (PT) will reflect a posting date (transaction date) of the next business day, but will reflect the date of the calendar day on which you initiated the transaction as the effective date for purposes of dividend accrual and finance charge calculation. Similarly, transactions that you initiate on non-business days (Saturday, Sunday and Holidays) are effective dated the date the transaction was initiated by you, but will reflect a posting date of the next business day. Online Banking service may be interrupted for a short time each day for data processing. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

CHECKING ACCOUNT TRANSACTION LIMITS AND RESTRICTIONS ON TRANSFERS TO OR FROM CERTIFICATE AND/OR OTHER RESTRICTED ACCOUNTS: There are no limits on the number or dollar amount of transactions you may initiate from your Logix checking account through Online Banking (except through Web Bill Payment and Popmoney services which have separate individualized Agreements and Disclosures and are not included here), provided collected funds are available in your checking account or sufficient credit is available on your line of credit. You cannot initiate transfers using Online Banking to or from a certificate account or any restricted account. Overdraft protection (if any) is NOT automatically triggered to cover "insufficient funds" transactions. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

TRANSACTION LIMITATIONS ON SAVINGS AND MONEY MARKET ACCOUNTS: During any calendar month you may not make more than a total of six (6) transfers from any **Savings** or **Money Market Checking Account** to your other Logix accounts or to

a third party by means of an Online Banking transfer, preauthorized electronic funds transfer, automatic transfer, MoneyMover Service transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile machine, or transfer initiated through our Telephone Banking service. These limitations **do not apply** to transactions conducted at ATMs, in person, or by mail. Also, internal transfers to make payments to your Logix loans, and requests for withdrawals by check **made payable to you**, are excluded from this limitation.

FINANCE CHARGES ON LOAN TRANSFERS: Each transfer made from your Logix Credit Card account, ReadyLine of Credit account, Home Equity Line of Credit, or any other revolving line of credit account you may have with us, is considered a cash advance. Finance charges begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).

FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS: Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy." Dividends begin to accrue on the effective date of the transfer.

CREDIT CARD PAYMENTS AND CREDIT AVAILABILITY: When you initiate a transfer to make a payment on your Logix Credit Card the system will update your account records, and when applicable, reflect an increase in the availability of credit. While Online Banking may immediately reflect credit availability following payment on your Credit Card, this information is NOT automatically transferred or updated for purchase authorizations at merchant locations.

BLOCKING LOGIX DEBIT AND CREDIT CARDS ASSOCIATED WITH YOUR ACCOUNT: When you block a Logix Debit or Credit Card, any future preauthorized, automatic, and/or recurring transfers or payments using that card number will be denied. Re-ordered cards will have a new card number. If you have set up any preauthorized, automatic, or recurring payments or transaction using the card number that was blocked, you will need to contact those companies and provide them with your new card number (or make other payment arrangements) as soon as possible to avoid late fees or other charges that those companies might assess for denied transactions or late payments.

ACCESS BY JOINT OWNER TO INDIVIDUALLY-HELD LOANS AND LINES OF CREDIT: If the account(s) accessible via Online Banking is a joint account and the joint account owner has been provided access to the account by applying for Online Banking or you have provided the joint account owner with your Username and Password, you understand and agree that the joint account owner will have access to funds and information on loans and lines of credit established under the joint account structure for which they may not be a joint borrower or obligor. You understand that you will be liable for any transfers or advances against your individually-held loans and lines of credit requested by any joint account owner.

CROSS ACCOUNT TRANSFERS: Cross account transfer capabilities are divided into two types: **Type (1)** transfers between your Logix accounts of which you are a legal owner on both accounts, and **Type (2)** transfers to another Logix member's account of which you are not a legal owner (Transfers to Third Parties). **In order to transfer available funds from one account to another, you must be logged into the account from which you are transferring funds in order to initiate the transfer to the other account.** You can only logon to, access account information, and transfer funds from those accounts in which you are a legal owner. Cross Account Transfers from one account to another allow you to transfer funds to any sub-account (unless otherwise restricted) established within the account structure. Logix reserves the right at any time to restrict or prohibit Cross Account Transfer capabilities on specific types of accounts.

Type (1) – Transfers between your Logix accounts of which you are a legal owner: To obtain Cross Account Transfer capabilities to transfer funds from one of your Logix accounts to another of your Logix accounts, and vice-versa, (for example, from your account #11223344 to your account #55667788), you must complete and submit an Online Banking Account-to-Account Transfer Authorization form. You must be a legal owner on all accounts identified. We will verify legal ownership on all accounts before Cross Account Transfer capabilities are permitted. **Type (1) Transfers service is not available on business accounts other than Sole Proprietorship accounts unless the business account vesting/titling and Tax Identification Number on both accounts is identical.**

Type (2) – Transfers to another Logix member's account of which you are not a legal owner (transfers to Third-Parties): To transfer funds from your Logix account to the account of another Logix member (a third party) you must complete and submit an Online Banking Account-to-Account Transfer Authorization form, which must also be signed by the legal owner of the Logix account to which the funds will be transferred. We will verify all signatures on the request form before transfer capabilities will be granted by us. You will be permitted to

transfer funds from your Logix account(s) to the Logix account of another member; however, you will not have access to, or the capability to review account balances or activity, or to perform other transactions on third party account(s). Transfers of funds made by you to third party accounts are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred. You are limited to a total of six transfers to your other accounts or to third parties from your savings or money market account during any calendar month. Refer to "Transaction Limitation on Savings and Money Market Accounts" for further information. **Type (2) Transfers service is not available on business accounts other than Sole Proprietorship accounts.**

Type (2) Alternate Method Transfers - As an alternative for Cross Account Transfer Type (2) above, you can transfer funds to another Logix member's account by using the Transfers/Payments "Transfer to Another Member" feature of Online Banking. Utilizing this feature you can enter the other member's Logix Account Number and the Last Name of the primary member on that account, along with the amount to transfer and any comment you wish to add. You can only transfer funds to another Logix member's account. Neither you nor the other Logix member will see any other information regarding either account other than the posted transaction. Transfers of funds made by you to a third party (to another member's account) are non-revocable and cannot be reversed without the third party's written consent, even if you have made an error in the amount transferred or the account to which the funds were transferred. You are limited to a total of six transfers to your other accounts or to third parties from your savings or money market account during any calendar month (refer to "Transaction Limitations on Savings and Money Market Accounts" for further information). **Type (2) Alternate Method Transfers service is not available on business accounts other than Sole Proprietorships.**

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: **(1)** Through no fault of ours, you do not have enough available funds in your account to make the transfer; **(2)** The transfer would exceed any permitted overdraft line you have with us; **(3)** Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; **(4)** The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; **(5)** The Username, Password, or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely; **(6)** The system was not working properly and you knew about the breakdown when you started the transfer; or **(7)** You are in default on an account to which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.) In addition, **Logix will also have no liability whatsoever** for failure to complete a payment or transfer you initiate or attempt to initiate through Online Banking under any of the following circumstances: **(1)** If you did not properly follow software or Online Banking instructions on how to make the transfer or payment; **(2)** If you did not give the us complete, correct and current instructions or information to process your transaction request; **(3)** If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; **(4)** If we made a timely payment but the payee/vendor did not promptly credit your payment after receipt; **(5)** If your personal computer and/or software malfunctioned for any reason; **(6)** If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or **(7)** We blocked the transfer to protect the integrity or security of the system.

YOUR RESPONSIBILITY & LIABILITY FOR UNAUTHORIZED TRANSFERS (Consumer Accounts and Sole Proprietorship Accounts ONLY): You are responsible for all transfers and payments you initiate and authorize using Online Banking. If you permit other persons to use Online Banking and your Username and/or Password, you are responsible for any transactions they authorize from any of your accounts. Notify us **IMMEDIATELY** if you believe that your Username and/or Password has been lost or stolen or that someone has used it or may use it to access your accounts and transfer money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. **Our Toll Free number is 800-328-5328. Our Address is: Logix, P.O. Box 6999, Burbank, CA 91510.** If you notify us within two (2) business days after learning or suspecting that your Username and/or Password was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Username and/or Password, and we can prove we could have stopped someone from using your Username and/or Password without your permission had you told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, 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 if we can prove that we could have prevented someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS; CONSUMER LIABILITY (Consumer Accounts and Sole Proprietorship Accounts ONLY): Call us or write us **IMMEDIATELY** at the telephone number or address described in the preceding section if you think your statement is wrong (or shows transfers and transactions that you did not authorize) or if you need more information about a transfer. We must hear from you **no later than 60 days after we sent the FIRST statement on which the problem or error appeared**. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60-day period if we can prove that the loss could have been prevented had you told us in time. Tell us your name and account number. **Tell us the dollar amount of the suspected error and the date it occurred. 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.** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. If you notify us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and which we relied upon to conclude that the error did not occur (to the extent possible without violating any other member's right to privacy).

LIABILITY PROVISIONS FOR ELECTRONIC FUND TRANSFERS (NON-ACH) FOR BUSINESS ACCOUNTS OTHER THAN SOLE PROPRIETORSHIPS OR CONSUMER ACCOUNTS: You agree to promptly examine your Logix account statement each month and immediately report any unauthorized transaction, discrepancy, or error to us immediately. If you fail to notify us of any unauthorized transaction, discrepancy, or error within **thirty (30) calendar days** from the date of the account statement containing such information, you agree that we shall be entitled to treat all such information as correct in all respects. Telephone us toll-free at 800-328-5328 or write to us at Logix, P.O. Box 6999, Burbank, CA 91510 immediately. If you notify us orally, we may require you to send us your complaint or question in writing within ten (10) business days. If we request that you provide us this information in writing and you do not comply, we may not give your complaint or question further consideration. If you notify us of an unauthorized transaction, discrepancy, or error appearing on your account statement within the time limitation described in the paragraph above, we will investigate the matter and notify you of the results of our investigation once we have been able to obtain and verify all relevant information. We will have no obligation to credit the account for the amount of any erroneous or unauthorized transaction unless caused by our negligence. If we determine that no error or unauthorized use has occurred, we will send you a written explanation within three (3) business days after we finish our investigation. You may request us to mail or deliver copies to you of the documents or information on which we relied in making our determination.

AUTOMATED CLEARING HOUSE (ACH) DISPUTES AND UNAUTHORIZED TRANSACTIONS: Consumer Accounts and Sole Proprietorship Accounts - You must notify us no later than **60 calendar days** from the date that we sent or made available the statement on which the transaction is first reflected. **All Other Business Accounts** – You must notify us **no later than 2:00 p.m. Pacific Time the business day following the date the ACH item is posted** to your account in order for us to return the item in accordance with ACH requirements. Written notification (using our form) is required. Untimely notification or incorrect or incomplete notification to us may result in our inability to complete your request to return the ACH item. If you do not provide written notification and all of the required information within the stated timeframe, we may not be able to return the unauthorized ACH debit and you may need to dispute and recover the funds directly with the originator of the debit.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS: Your completed Online Banking transactions will appear on your periodic account statements. You will get a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using Online Banking.

ACCOUNT TRANSACTION HISTORY: Each time you inquire and download account transactional information, you will receive information for at least the last 60 calendar days. This means that you may need to download transactional information at least once every 60 days if you wish to have all of your account information on your personal computer.

RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS: A Stop Payment order cannot be placed once an Online Banking transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. (Note: Transfers cannot be corrected via Online Banking when made as transfer/payments to loan accounts. Contact us if you require reversal of these transactions or need additional assistance.) If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you have told us in advance (not through the Online Banking System) to make regular payments from your account, you can stop any of these payments; Here's how: Call us at **800-328-5328**. For further information on placing stop payments on bill payment transfers before payment is made, refer to the Web BillPay Service Agreement.

ACCOUNT OVERDRAFTS ARE DUE IMMEDIATELY: If at any time the balance in any of your Logix accounts is overdrawn you will be responsible to cover the negative balance on your account, which becomes due and payable immediately, unless we agree otherwise in writing. Accounts overdrawn in excess of seven (7) calendar days are subject to statutory lien (see "Statutory Lien Rights" section of the Membership and Accounts Agreement and Disclosure) collection, and/or other legal remedy.

EMAIL CAPABILITIES AND LIMITATIONS: The Online Banking service includes email capabilities allowing you to send and receive electronic email messages to and from us. We will not immediately receive and review email messages that you send and will NOT process any request for a funds transfer received via email. Further, the we may not act upon requests for Stop Payments, requests for replacement Usernames, Passwords, PINs, reports of lost or stolen PINs or unauthorized transactions (refer to "Your Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen ATM Cards, Debit Cards, Credit Cards, or on any other request in which the we would normally require written notification or your authorizing signature, without first confirming the authenticity of the email request/ notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. We will not take action based on your email requests until we actually receive your message and have had a reasonable opportunity to act. **If your request requires immediate attention contact us directly Toll-Free at 800-328-5328.**

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers; or (b) In order to comply with government agency or court orders; or (c) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (d) If you give us your written permission.

SYSTEM UNAVAILABILITY: Access to Online Banking may be unavailable at times for the following reasons: (1) Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - Online Banking may be unavailable when unforeseen maintenance is necessary; (3) System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or, (4) Internet Service Provider - Failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of Online Banking; however, we are in no way liable for system unavailability or any consequential damages that may result.

OTHER LIMITATIONS OF LIABILITY: You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. Logix Federal Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data except as provided by statute. Logix is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an on-line service.

CHANGE IN TERMS AND NOTIFICATION: Logix Federal Credit Union reserves the right to make changes to the Online Banking service and to this Agreement and Disclosure at any time. We will email or mail or otherwise deliver a written notice to you before the effective date of any change in any term or condition disclosed in this Agreement and Disclosure if the change would result in increased fees or charges, increased liabilities for you, fewer types of available services or electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by Law. Otherwise, we may modify this Agreement and Disclosure at any time without notice, except as may be required by Law. As a requirement of registering in the Online Banking service, you agree that we may send any such notice to you either via the Online Banking secure message system, or via email or regular U.S. mail unless, or otherwise as required by law.

ALL AGREEMENTS AND DISCLOSURES AND NOTICES ARE "IN WRITING": This Online Banking Agreement and Disclosure and all agreements and disclosures and notices delivered electronically or otherwise made available to you are considered "in

writing” and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

TERMINATION AND DEACTIVATION OF SERVICE: You may terminate your Online Banking service at any time by telephoning us at 800-328-5328 or by providing written notice to us and immediately discontinuing use of the service. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your Bill Payment transfer capabilities. If you do not utilize the Online Banking service (by not logging on to the service) for a three-consecutive-month period, we may deactivate your service. If this occurs and you wish to reactivate your Online Banking service, you will be required to re-register online for the Online Banking service. We reserve the right to require written reapplication before we reactivate your Online Banking service system access. Logix may also terminate the Online Banking service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or we terminate your Online Banking service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination.

ENFORCEMENT: You agree to be liable to the Logix Federal Credit Union for any liability, loss, or expense as provided in this Agreement and Disclosure that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your Logix account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Online Banking Agreement and Disclosure, the prevailing party shall be entitled, subject to California law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement and Disclosure be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement and Disclosure.

ENTIRE AGREEMENT: This Online Banking Agreement and Disclosure, as it may be amended from time to time, together with any other agreements, disclosures or other documents incorporated herein by reference, including but not limited to the Online Services E-SIGN Act Consent and Disclosure, the Membership and Account Agreement and Disclosure, the Schedule of Service Charges and Fees, and, when you enroll in these services, the e-Statement Service Agreement and Disclosure, MoneyMover Service Agreement and Disclosure, Web BillPay Service Agreement and Disclosure, and Popmoney Agreement, contains the entire agreement between you and Logix Federal Credit Union and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to the Online Banking services.

GOVERNING LAW AND JURISDICTION: This e-Statement Service Agreement and Disclosure is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California's "Choice of Law Rules" will not be applied if they would result in the application of non-California law. You agree to submit to the personal jurisdiction of the courts of the State of California.

- e-Statement Service Agreement and Disclosure -

In this e-Statement Service Agreement and Disclosure the terms “you”, “your” and “yours” mean the Account Owner that has enrolled in the e-Statement Service. The terms “we”, “us”, “our”, “ours”, and “Logix” each refer to and mean Logix Federal Credit Union. “Online Statements” means the Logix account and loan statements and notices you select to receive electronically via this e-Statement Service. The term “Agreement and Disclosure” means this e-Statement Service Agreement and Disclosure.

Logix Federal Credit Union's e-Statement Service allows us to deliver to you and for you to access your periodic Account Statements, Credit Card Statements, Mortgage Statements, Home Equity Line of Credit Statements, Home Equity Line of Credit and ReadyLine Billing Notices, Tax Statements, and other Notices (**collectively referred to herein as “Online Statements”**) electronically online, and eliminates the need for the paper document to be sent to you by us via U.S. mail. By the Delivery Preferences selections you make, you will receive your Online Statements electronically through our e-Statement Service, or sent to you in paper form via U.S. mail, or both. With e-Statements, we will send you an email informing you that your Online Statements is/are available to you through secure login to our Online Banking website. Not only will your current Online Statement be available, but we will store the last 24 months of your Online Statements online so you have access to them anytime you need them. If you have elected to receive Notices electronically, some Notices may be sent to you via email as an “Alert” (for example, we may send you an Alert when your account balance changes from a positive balance, to a negative/overdrawn balance). Such Notice/Alert will be sent to the email address you have provided to

us.

Online Banking Access to e-Statement Service and Online Statements: You must register for our Online Banking or Mobile Banking service in order to enroll in the e-Statement Service and gain access to your Online Statements. Therefore, the terms and conditions of the Logix Federal Credit Union Online Banking Service Agreement and Disclosure are incorporated herein and also apply to the e-Statement Service.

Consent and Electronic Delivery of e-Statement Service Agreement and Disclosure: By checking the “I have read and agree to the terms and conditions...” box and clicking on the “Confirm” button, or by checking the box “Yes, deliver my statements to me electronically” in connection with our online membership and new account application process, you enroll in the e-Statement Service, affirmatively consent to conduct business electronically with Logix Federal Credit Union in connection with this e-Statement Service, agree to the electronic delivery of this Agreement and Disclosure, and understand and agree that paper (non-electronic) copies of the Agreement and Disclosures are available from us upon request (see the “Obtaining Paper Copies” section below).

Applicability of Consent: Your electronic consent to conduct business electronically applies to this e-Statement Service Agreement and Disclosure and the ongoing delivery of Online Statements.

Email Address and Keeping Your Information Current: In order to communicate with you regarding your e-Statement Services and the notification of the availability of your Online Statements, you must provide us with your valid email address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your personal information email address via our internet Online Banking Service, by calling us at 800-328-5328, by submitting your change to us in writing via mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches. If your email address is invalid, you understand and agree that our email notification and posting of your Online Statement will be considered adequate and reasonable delivery.

Add Us to Your Address Book: To ensure delivery of our email notices informing you of the availability of your Online Statements (so as to avoid these emails being sent to your bulk, spam or junk mail folders), please add **onlinebanking@estmt.lfcu.com** to your email address book and to the “accept list” of any spam filters you may have.

Hardware and Software Requirements: To access Online Banking and the e-Statement Service you must have, at your cost:

- A computer with Microsoft Windows 7 Operating System or higher or Apple Mac® OS X v10.x Operating System or higher.
- Internet Explorer 8+, Mozilla Firefox 1.5+, Apple Safari 4.1.3+, or Google Chrome internet browser with 128-bit SSL encryption; JavaScript and cookies enabled. Other internet browsers may be used but are not supported.
- Internet access and connectivity.
- A valid operating email address.
- Adobe Reader software to access and view documents provided to you in PDF format.
- Sufficient memory and drive space capacity to download and save PDF documents and/or import account transaction activity to your computer and into money management software (i.e. Quicken).

By affirmatively consenting and enrolling in the e-Statement Service, you confirm that you have access to the required hardware and software. You must obtain and maintain, at your expense, such compatible hardware and software as specified by us from time to time. Logix is not responsible for any third party browser or other software you may need to use to access and use Online Banking and/or the e-Statement Service. Any such software is accepted by you as-is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

You should have current anti-virus/malware/spyware software installed on your computer and keep the software updated. It is important that you download and install all service packs, security updates, version updates, and software updates as deployed by your Operating System and/or internet browser software provider in a timely manner. These updates may address software vulnerabilities that hackers or malware could otherwise exploit.

Changes to Hardware and Software Requirements: If our hardware or software requirements change, and that change would, in our opinion, create a material risk that you would not be able to access the Online Banking and the e-Statement Service, we will give you notice of the revised hardware or software requirements. Your continued use of the Online Banking

service after we send you notice of the change is reaffirmation of your consent. We may discontinue the support of any internet browser or other software at any time and without advance notice if we believe that it suffers from a security flaw or other flaw that creates a risk or otherwise makes it unsuitable for use with Online Banking. Such discontinuation could result in the unavailability of the Online Banking service or e-Statement Service to those with such identified internet browser or software.

When Online Statements are Available: We will send you an email notification and post the corresponding Online Statements to your e-Statement Service webpage generally within three (3) business days following the statement period end date for Account Statements, statement closing date for Credit Card Statements, Mortgage Statements, Home Equity Line of Credit Statements, and Home Equity Line of Credit and ReadyLine of Credit Billing Notices. Tax Statements will be available no later than 31 days following the annual Tax Statement period.

Print and Download Documents: Online Statements are provided in either HTML and/or PDF format. For those documents provided in PDF format, Adobe Reader version 6.0 or later is required. A free copy of Adobe Reader may be downloaded at <http://www.get.adobe.com/reader>. To print or download Online Statements and other documents you must have a printer connected to your computer or have sufficient hard-drive space (approximately 1 MB) on your computer to download, store and view the information. To print, click on the document HTML or PDF link, select Print, select your Printer, and click OK to print to your printer where the document can be printed on your own paper, or select Save or Save As to save and retain an electronic copy on your computer.

Obtaining Paper Copies:

e-Statement Service Agreement and Disclosure - This e-Statement Service Agreement and Disclosure is also available online on our website at <http://www.lfcu.com> and can be viewed, downloaded and/or printed using your computer and a printer. You can obtain a paper copy of the e-Statement Service Agreement and Disclosure by printing it yourself. You can also contact us at 800-328-5328 to request a paper copy free of cost when sent by us to you through regular U.S. mail. If you request that a paper copy of this Agreement and Disclosure is sent to you other than through the regular U.S. mail you may be charged a fee.

Online Statements – Online Statements are available to you in viewable, downloadable and printable format using your computer and a printer. At your request we will send you paper copies of your Online Statements; however, if your request takes more than one hour for us to research and complete, we will charge you \$25 per hour for each additional hour required by us to complete your request. Refer to our current Schedule of Service Charges and Fees for more information. To receive **future** Account Statements, Credit Card Statements, Mortgage Statements, Home Equity LOC Statements and Home Equity and ReadyLine Billing Notices, Tax Statements and other Notices **in paper format**, simply change your Statement Preferences to “U.S. Mail” and thereafter these documents will be sent to you via U.S. mail at no cost.

Tax Statements: Regardless of whether you select only “Online Statements” for Tax Statements, we will send you a paper copy via U.S. mail in addition to providing the document to you electronically.

YOUR RIGHTS AND RESPONSIBILITIES FOR EXAMINING YOUR ACCOUNT STATEMENTS: It is your duty to exercise reasonable care and promptness in the examination of the periodic statement submitted to you by us, and to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify us promptly after discovery. Failure to discover and/or report errors or unauthorized transactions within the time limitations set forth below will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- **Paper Checks and Drafts** – no later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **Electronic Check Conversions** (*refer to the Electronic Check Conversion in the “Other Definitions” section below for more information*) – no later than **30** calendar days (**60 calendar days on Sole Proprietorship accounts**) after we sent or made available the statement on which the transaction is first reflected; however, if the transaction was originally processed as a paper check or draft, was returned unpaid, and subsequently re-presented as an electronic check conversion, the period is not later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.

- **Substitute Checks** (refer to the Substitute Checks in the “Other Definitions” section below for more information) – no later than **40** calendar days after we sent or made available the statement on which the transaction is first reflected, whichever is later.
- **Electronic Fund Transfers (non-ACH) – Consumer Accounts and Sole Proprietorship Accounts** - no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected. **For all Other Business Accounts** - no later than **30** calendar days after we sent or made available the statement on which the transaction is first reflected.
- **ACH Debit Entries (Unauthorized ACH Transactions) – Consumer Accounts and Sole Proprietorship Accounts** - no later than **60** calendar days from the date that we sent or made available the statement on which the transaction is first reflected. **All Other Business Accounts – no later than 2:00 p.m. Pacific Time the business day following the date the ACH item is posted** to your account in order for us to return the item in accordance with ACH requirements. Written notification (using our form) is required. Untimely notification or incorrect or incomplete notification to us may result in our inability to complete your request to return the ACH item. If you do not provide written notification and all of the required information within the stated timeframe, we may not be able to return the unauthorized ACH debit and you may need to dispute and recover the funds directly with the originator of the debit.
- **ATM and Debit Card transactions** – no later than **30** calendar days (**60** calendar days on **Sole Proprietorship accounts**) after we sent or made available the statement on which the transaction is first reflected.

You agree that our retention of your checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limitations. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

Retention: Online Statements are available on the e-Statement Service for a period of up to 24 months.

Change in Terms and Conditions: The terms and conditions of this e-Statement Service Agreement and Disclosure may be altered or amended by Logix Federal Credit Union. We reserve the right, in our sole discretion, to add, delete, or change any term, condition, change in hardware and/or software requirements, or the content of the e-Statement Service Online Statements, or to terminate your e-Statement Service. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on the Logix Online Banking system webpage. Any use of the e-Statement Service after we provide you with a notice of change will constitute your consent and agreement to such change(s). You may terminate your e-Statement Service and this Agreement and Disclosure as provided, if you do not agree with any such change.

Withdrawing Consent: You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 800-328-5328, by notifying us electronically via Secure Messaging at www.lfcu.com/contact-us, by sending your instructions to us via U.S. mail to Logix, PO Box 6759, Burbank CA 91510, or by visiting one of our branches. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above listed agreements and disclosures through our website.

All Agreements and Disclosures Are “In Writing”: This e-Statement Service Agreement and Disclosure and all Online Statements delivered electronically or otherwise made available to you on your e-Statement Services webpage are considered “in writing” and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

Governing Law and Jurisdiction: This e-Statement Service Agreement and Disclosure is made in California and shall be governed by the laws of the State of California to the extent that California Law is not inconsistent with controlling Federal Law. California’s “Choice of Law Rules” will not be applied if they would result in the application of non-California law. You agree to submit to the personal jurisdiction of the courts of the State of California.

Other Definitions:

Electronic Check/Draft Conversion: When you write a check to a merchant in payment of goods or services the merchant may present that check electronically to us for payment instead of sending us the paper check. Also, if your check is

returned unpaid to a merchant due to non-sufficient funds, the merchant may re-present the check to us electronically. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check. When you provide information on your check, (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic funds transfer is known as an Electronic Check Conversion. For Sole Proprietorship accounts, Electronic Check Conversions are covered under the provisions and protection of the Electronic Fund Transfer Act (the Electronic Fund Transfer Act [Reg. E] does not apply to other business entity types). Check re-presentments (such as check returned NSF and subsequently re-presented for payment) wherein the original check was processed in paper form are NOT covered under the Electronic Funds Transfer Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check.

Substitute Checks: A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as "substitute checks". The electronic conversion from paper to "substitute check" permits quicker processing of checks by sending them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing collection. This means that checks that you write and checks that you deposit may be converted to substitute checks.

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Logix

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