



HOME BANKING ENROLLMENT AGREEMENT

This Home Banking Enrollment Agreement is a contract which covers your and our rights and responsibilities concerning any part of the online banking service offered to you by PremierOne Credit Union ("Credit Union"). In this agreement, the words "you" and "yours" mean members operating an eBranch account, owners, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more share, share draft, loan, or deposit account you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account. By signing up for an eBranch account, you agree to the terms and conditions in this agreement and any amendments for the online banking services offered.

eBranch/Online Bill Pay

You must use a personal identification number (PIN) along with your account number to access your accounts. In addition, eBranch services are bound by additional security methods as seen fit by the Credit Union. Not following any one of the established security methods may prevent you from accessing eBranch or Online Bill Pay.

At the present time, you may use eBranch to:

- Transfer funds from your share and other deposit accounts.
- Obtain balance information for your deposit and loan accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Make bill payments to preauthorized creditors.

Your accounts can be accessed via personal computer. eBranch will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- The maximum withdrawal or transfer amount is \$9,999.00 per transaction, and no transfer or withdrawal may exceed the available funds in your account.
- See Section 2 of the Member Booklet for transfer limitations that may apply to eBranch transactions.

Online Bill Pay

We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your share draft account for bill payment transfer by the designated cut-off time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you are scheduled for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail (up to 10 days). We cannot guarantee the time that any payment will be credited to your account by the vendor.

The maximum amount of bill payments each day is \$9,999.00, if there are sufficient funds in your account.

Stop Payment Rights

If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. If within the allotted time, you may stop or cancel payments online as described in the user instructions. If a check has already been sent, you must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the payment. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

Transfer Limitations

For all share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

Joint Accounts

If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all online transactions to or from any account as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any online transaction on any account from any joint account owner.

Fees and Charges

There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule online at www.premieronecu.org. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

Member Liability

You are responsible for all online transactions you authorize. If you permit someone else to use your online account, you are responsible for any transactions they authorize or conduct on any of your accounts.

Periodic Statements

Transfers and withdrawals made through any online transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Account Information Disclosure

We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.

Credit Union 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 or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by the outside vendor to whom you sent the check or made the transfer
- If the electronic transfer is not completed as a result of your willful or negligent use of online banking platform.
- If the computer equipment you use to conduct online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.

- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.

- Any other exceptions as established by the Credit Union.

Billing Errors

In case of errors or questions about online banking from your accounts or if you need more information about a transfer on the statement or eBranch, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at:

(408) 524-4500

(855) 500-7128

or write to:

PremierOne Credit Union

6640 Via Del Oro

San Jose, CA 95119

Fax: (408) 287-2305

- Tell us your name and account number.

- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe the

Credit Union has made an error or why you need more information.

- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will 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 question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. * If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days to investigate the error. ** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a POS transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate the error.

Governing Law

This agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of California, and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

Enforcement

You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.