

ONLINE BANKING & BILL PAY DISCLOSURE

Rev. 02/2011

ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT FOR ONLINE BANKING AND BILL PAYMENT

In the following Agreement, the words "You" and "Your" mean each and all of those who are owners on the account(s) accessed by, and those who apply for and/or use the Online Banking and Bill Payment Service described in this Disclosure and Agreement ("Service"). The words "we", "us" and "our" mean University First Federal Credit Union (University Federal Credit Union).

This Disclosure and Agreement is given in compliance with the Electronic Funds Transfer Act (15 U.S.C., Section 1693 - et seq.), Regulation E (12 CFR 205 - et. seq.) and the federal ESIGN Act (15 U.S.C. Section 7001 et seq.) to inform you of the terms and conditions of the Service.

ESIGN DISCLOSURES

Electronic Signature. By clicking "I Agree" below and /or by the use of the Service, you are consenting (initially and on an ongoing basis) to: (1) the electronic delivery to you by us of this Disclosure and Agreement, (the electronic delivery of your periodic statements,) and any other subsequent disclosure of information related to the Service ("Disclosure"); and (2) the provision to you by us, on an ongoing basis, of the Service, subject to the terms and conditions of this Disclosure and Agreement.

Paper Copies. To obtain a paper copy of the Disclosures, you may write to University Federal Credit Union at P.O. Box 58025, Salt Lake City, UT 84158-0025 with the details of your request. If you request paper copies, they will be provided to you at no charge.

Withdrawal of Consent. You understand that you may withdraw your consent to receive the Disclosures in electronic format at any time by notifying us at P.O. Box 58025, Salt Lake City, UT 84158-0025 or info@ucreditu.com. The Service will be terminated within a reasonable time, thereafter, when we have had an opportunity to act upon your instructions.

Minimum System Requirements. In order to receive and review the Disclosures electronically and conduct electronic transactions through the Service, the following computer system requirements must be satisfied:

Your browser must support 128-bit encryption. Some recommended browsers include Netscape Navigator 4.75, Internet Explorer 7 and 8, Firefox 3.5, and Safari 3.23. However, other browsers that support 128-bit encryption may also work.

In addition, you must have and maintain a printer capable of printing any Disclosures that are emailed to you and /or made available on our Web site. In the alternative, you must have and maintain the ability to electronically save and visually display on your computer screen any Disclosures that are emailed to you and/or made available on our Web site. You understand that we do not make any warranties on equipment, hardware, software, Internet Service Provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Change of Personal Information. Any change of postal, home, email address of record, or other changes may be made through the Service.

Copy Received. You acknowledge receipt of an electronic copy of this Disclosure and Agreement. We recommend that you print and retain a copy of this Disclosure and Agreement for your records. You may obtain additional copies of this Disclosure and Agreement by accessing the Service and sending us an e-mail message to info@ucreditu.com with your request.

ESIGN AND REGULATION E DISCLOSURES

Right to Receive Documentation of Transactions

Periodic Statement. You will receive a monthly statement (unless there are no transactions in a particular month), for the account(s) which you have accessed using the Service or any other electronic service which will show the calendar date that you initiated the electronic transaction, the type of transaction and the account(s) accessed by the transaction, and the amount of the transactions occurring in that statement period. You will get a statement at least quarterly.

Home Banking Transaction. You may print a record of any individual transaction conducted through the Service at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction, provided it is no more than 3 months old. A fee may be charged for any such paper copy, subject to our Fees & Charges Schedule (see below).

ONLINE BANKING DISCLOSURE AND AGREEMENT

The Service allows access to your accounts through the use of a personal computer or mobile device, and your password as described below.

Business Day Disclosure. Our business days are Monday through Friday (excluding Federal Reserve holidays). Our business hours are 9:00 A.M. to 6:00 P.M. Mountain Standard Time each business day. The Service is generally available 24 hours a day, 7 days a week. However, it may be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet Provider and Internet software.

Password

You understand that you cannot use the Service without a secret code, which we refer to as the password. **YOU AGREE THAT USE OF THIS PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.**

In order to sign on initially into the Service, you will need to go to the online banking site www.ucreditu.com and go to the sign up page. You will then be required to change it to use the Service. You understand that any change in the password will be effective only for the Service. You further understand that we recommend frequent changes to the password to provide maximum security.

You are responsible for the safekeeping of your password and for all transactions made by use of the Service. You must notify us immediately by phone and send a written confirmation if a disclosure of your password is made to anyone other than the joint owner of your account. If you disclose your password to anyone, however, you understand and agree that you have given them access to your account via the Service. You also understand that **you are responsible for those transactions.**

You understand and agree that you must change the password immediately to prevent transactions on your account if anyone not authorized by you has access to your Electronic Access PIN. You further understand and agree that your password is not transferable and you will not disclose it or permit any unauthorized use thereof.

If you voluntarily subscribe to a third party account aggregation service where your selected University Federal Credit Union deposit or loan account(s), or your accounts at other financial/investment institutions, may be accessed on a Web site, you may be required to give your password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at University Federal Credit Union.

Types of Available Transactions:

You may use your password to:

- Make transfers between accounts (except from Individual Retirement Accounts (IRA), Share Certificate Accounts, Christmas Club Accounts, Trust Accounts).
- Make transfers from Line of Credit loan advances to savings or checking accounts
- Make account inquiries.
- Transfer funds to make University Federal Credit Union loan payments (see Bill Payment or Easy Pay to make payment).
- Print copy of account history.
- View a copy of cleared check(s).
- Access Bill Payment Services.
- Change "User Options" including your password and e-mail address.
- Check year-to-date dividends.

We may offer additional services in the future and, if so, you will be notified of them.

Periodic Statement:

You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account, which has Online Banking activity during the month.

Eligibility

You understand that in order to use Online Banking, you must have an account in good standing and a password with us. If any of your loan payments to us are past due, you may be restricted from performing electronic transactions through Online Banking. In addition, if any savings and/or checking account(s) have a negative balance due to returned items, you may be restricted from performing any Online Banking transactions.

Authorization

You authorize us to charge your designated account(s) for any transactions accomplished through the use of the Service, including the amount of any recurring payment that you make, and to charge for the Service. You authorize us to transfer funds electronically between your designated account(s) according to your instructions initiated through the Service.

Joint Accounts

If you utilize the Service to access an account, which is jointly owned, each account holder must agree to this disclosure. By clicking "I Agree" below, all transactions performed on any such account by electronic means where password is utilized shall be considered authorized by you.

Verification

All transactions effected by use of Online Banking, which would otherwise require your "wet" signature, or authorization, shall be valid and effective as if "wet" signed by you when accomplished by use of the password or as otherwise authorized under this Agreement.

Limitations on frequency and dollar amount of transactions

Preauthorized, automatic withdrawals or transfers from Saving Accounts are limited to no more than six (6) transfers or withdrawals in each calendar month. No more than three (3) of the six transactions may be made by check, share draft, debit card, or similar order drawn by the depositor and payable to a third party. You may make an unlimited number of withdrawals from or transfers among, your Shares Accounts by mail, messenger, or in person at the Credit Union.

Account withdrawals or transfers through the Service are limited to the extent that you have clear funds available in your share, checking and line of credit accounts. In the event your password is lost or stolen, the dollar amount of transactions may be restricted.

Liability Exceptions

By using Online Banking, you agree that neither any Internet Service Provider nor University Federal Credit Union shall be responsible for any loss, damage or bodily injury, whether caused by the equipment, software, or by Internet Browser software providers. NEITHER UNIVERSITY FEDERAL CREDIT UNION NOR THE INTERNET SERVICE PROVIDER SHALL BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, ONLINE BANKING, INTERNET BROWSER, OR ACCESS SOFTWARE.

Although we have taken measures to provide security for communications from us to you via Online Banking, we cannot and do not provide any warranties or guarantee of such security.

BILL PAYMENT SERVICE DISCLOSURE AND AGREEMENT

Click on the "Edit" link next to the payment that you want to modify. An image with the details of the payment you selected will be displayed. If you selected a Recurring payment, you will be prompted to select whether you want to change all of the scheduled recurring payments or only the next payment in the series. Enter the changes you wish to make in the appropriate fields. Then click on the "Submit" button and note the reference number that appears on the

screen; this will serve as your electronic receipt. Any changes you made will now appear on the Payment Activity page.

A few exceptions apply:

- If you submitted a payment and the Send On date was today, you may only change that payment during the session that you submitted it.
- Expedited payments cannot be modified or deleted once they are submitted.
- If you want to change the Payee for a scheduled payment, you must first delete the payment and then schedule a new payment to a different payee.

Note: If you selected a Recurring Payment and changed This Payment Only, the changed payment appears separately in the list of scheduled payments.

Deleting a Payment

From the Payment Activity page, you can delete payments that you scheduled earlier in this online session or in a previous session.

To delete a payment, click on the "Edit" link next to the payment that you want to delete. An image with the details of the payment you selected will be displayed. Click on the "Delete Payment" button. If you selected a Recurring payment, you will be prompted to select whether you want to delete all of the scheduled recurring payments or only the next payment in the series.

A couple of exceptions apply:

- If you submitted a payment and the Send On date was today, you may only delete that payment during the session that you submitted it.
- Expedited payments cannot be deleted once they are submitted.

Payment Inquiries

From the Payment Activity page, you can submit questions about any of your payments to our Member Service team. To inquire about a payment, find the payment in the Processed Payments section. Click the "Inquire" link next to that payment's information.

If the payment was processed more than 30 days ago, click on the "Viewing Last 30 Days" link on the right side of the

Processed Payments bar. A window will appear where you can select to view up to 540 days.

Enter the reason for the payment inquiry and all required information, and then click "Submit".

Exporting Data

If you like to manage your money through this service as well as another financial management software tool, you can easily export information from our service and load it into Quicken® or Microsoft Money®. The transactions you initiate through our service can be exported into a .qif or a CSV file. Older versions of Quicken software (Quicken 2004 and earlier) and Microsoft Money can import a .qif formatted file. CSV (Comma Separated Value) files can be opened by Microsoft Excel® and other financial and spreadsheet applications.

From the Payment Activity page, click on the "Export Data" link. Select the file format and date range of transactions desired. You can then save the file and import it into the software of your choice.

Unclaimed Payments

An unclaimed payment is a check payment that is correctly sent to a payee, but is never cashed by the payee. It is our policy to return that money to you in full.

Payments can be unclaimed for several reasons. Most often, an unclaimed payment arises when you send a payment to a friend or acquaintance using Bill Pay and the recipient simply forgets to cash the check. Unclaimed payments can also occur when you submit an online bill payment to a merchant and the merchant posts the payment to your account, but mistakenly does not cash the check.

For your convenience, check payments in the amount of \$1,000 or greater are researched with the payee if still outstanding after 30 days and check payments in the amount of \$500 to \$999.99 are researched if still outstanding after 60 days.

There is no automatic research performed on payments of less than \$500 and these payments will be refunded to you if they are still outstanding after 90 days. Researched payments may be reissued to the payee, refunded to your account or allowed to remain outstanding pending further action from the payee. If a check payment in the amount of \$500 or greater has been researched and is still outstanding after 90 days, it will be automatically refunded. We will also send you a notification via email providing all the payment details so that you can contact the payee if necessary.

If you receive a notification that one of your payments was unclaimed, check to see if your account is current with the merchant. If the merchant does not indicate that you have a past due balance, then you do not need to do anything. If the merchant does indicate that you have a past due balance, you should resubmit the payment as soon as possible. If the payment was sent to a friend or acquaintance, you can reschedule the payment and remind the recipient to be on the lookout for the check.

Expedited Payment Guarantee

If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment. We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating.

"Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance.

A "Properly Scheduled Expedited Payment" is defined as a payment that:

1. was made from an account that has sufficient funds for the payment and any fees associated with the payment;
2. was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Deliver By" date no later than July 15th.);
3. the service indicates is deliverable on or prior to the applicable due date;
4. was not made for any of the following types of transactions:
 - Payments to settle securities transactions
 - Payments that failed due to insufficient funds or other reasons
 - Payments to payoff special or delayed financing for purchases

- Payments to credit counseling agencies who pay creditors on your behalf
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
7. the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
 8. was scheduled when the system was available; and
 9. the payment complies with the payee's policies.

Terms and Conditions

Please review the terms and conditions of the service. Click on Continue to submit the expedited payment. **If you continue, your account will be debited immediately for the amount of the payment plus the expedited fee of \$9.95 per payment and cannot be modified or deleted.**

IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

YOU ARE PREPARING TO RECEIVE REQUIRED CONSUMER DISCLOSURES IN AN ELECTRONIC FORM. THEREFORE, THIS AGREEMENT SERVES THE FOLLOWING TWO PURPOSES:

- OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE THE REQUIRED CONSUMER DISCLOSURES IN ELECTRONIC FORM AND PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS IN REGARD TO RECEIVING ELECTRONIC CONSUMER DISCLOSURES AS OUTLINED IN THE ELECTRONIC RECORDS AND SIGNATURES IN COMMERCE (E-SIGN) ACT, AND;
- PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR THE EXPEDITED PAYMENT SERVICE.

CONSENT TO RECEIVE ELECTRONIC DISCLOSURE

BY CHECKING THE "I AGREE TO THE TERMS AND CONDITIONS" CHECK BOX BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THE REQUIRED DISCLOSURE IN ELECTRONIC FORM.

Terms and Conditions

This Agreement (the "Agreement") represents the terms and conditions governing the Expedited Payment Service and is between University Federal Credit Union and you as a consumer of the Expedited Payment Service. Any references to "we", "us" or "our" includes any agent, independent contractor, designee, or assignee that University Federal Credit Union involves in the provision of the Expedited Payment Service, and any references to "you", "your" or

"yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.

This agreement is an extension of the Electronic Funds Transfer agreement in place for the Bill Pay service. You should reference that agreement for information on what to do if you believe there is an error in the service or have a claim related to the service; a description of our privacy policy; a description of your warranties and authorizations; and a description of additional limitations of our liability in addition to the ones outlined in this document.

Description of Features

Welcome to University Federal Credit Union's Expedited Payment Service. This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day, within the parameters of the Service and other parameters established by the participating merchants. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. Expedited Payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted. The cutoff time will be displayed to you before the payment is finalized.

This is **NOT** a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

Hours of Access - You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

Expedited Payment Service Limits

You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time you attempt to schedule the payment.

Additionally, for risk management and security purposes the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

Fees and other Deductions

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee of \$9.95 will be added to the amount of the transaction. There are no monthly or recurring fees associated with the service.

Periodic statements.

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

Electronic Communication

University Federal Credit Union Expedited Payment service is an electronic Internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your bill payment service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service;
- You can update your electronic contact information by using the User Maintenance function within the service or calling the Customer Service number 800-787-9721;

- After checking the "I Agree to the Terms and Conditions" check box , you may request a paper copy of this consumer disclosure for a fee of \$25.00 by calling the Customer Service number noted in this document;
- You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a [supported Internet browser](#) that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.
- You understand we will deliver to you electronically your records of funds transfers and other transactions through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.
- You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

University Federal Credit Union's Liability

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties"). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

1. If you did not provide us accurate information to successfully complete the payment.
2. If you do not have enough money in your account to complete the transfer.
3. If you are unable to schedule a payment because you have exceeded the risk management limits for the day.
4. If you are unable to schedule a payment because the merchant does not participate in the Expedited Payment service.
5. If you are unable to schedule a payment because the system is unavailable.
6. If you schedule the payment for an incorrect amount.
7. If you schedule the payment to be sent after the due date provided by the biller.
8. If your payment does not comply with the merchant's policies on payment acceptance.

Payment Guarantee

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating. (NOTE: Please refer to your Electronic Funds Transfer Disclosure for important information on the limitations of reimbursable fees and finance charges.)

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st)
2. The payment amount did not exceed \$25,000.00.
3. The payment was not made to an excluded payee:
 - Payments to payees located in the Armed Forces Postal Codes such as AE & AP
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
4. The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
5. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

ADDITIONAL GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transactions that you make only:

When it is necessary for completing the electronic transaction;
In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
In order to comply with a government agency, court order, subpoena or any legal document;
If you give us written permission; or
In our discretion, to our affiliates.

OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS: If we do not properly complete an electronic transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for the following:

If, through no fault of ours, there are insufficient funds available in your account to make the transaction.
If circumstances beyond our control (such as fire, flood, earthquake, electrical failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions that we have taken.
Funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transactions.

We have received incorrect or incomplete information from you.

The Service was not working properly and you knew about the breakdown prior to starting the transaction.
Your password has been repeatedly entered incorrectly or reported by you as stolen or lost.
You are in default on an account you are attempting a transfer.

You fail to properly follow Online Banking or Bill Payment Service instructions on how to make a transfer or withdrawal.

There may be other exceptions stated in our Electronic Services Disclosure Agreement.

UNAUTHORIZED TRANSACTIONS

Consumer Liability: Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning us is the best way of reducing your losses. You should notify us in writing

after your telephone call. You could lose all the money in your account plus your maximum overdraft line of credit. However, if you believe your password is lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission.

If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove you could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, you must tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you told us in time.

If you can document a good reason (such as a long trip or hospital stay) that kept you from telling us, we will extend the time-period.

Contact in event of unauthorized transfer:

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, then either

Call us at: (801) 481-8850 or (877) 805-8800 or

Write us at: University Federal Credit Union
P.O. Box 58025
Salt Lake City, UT 84158-0025 or

E-mail us at: memberservicecenter@ucreditu.com

PRE-AUTHORIZED PAYMENTS: (authorized by you in advance of a transfer that will take place on a recurring basis, at substantially regular intervals, and will require no further action by you to initiate the transfer): If you arranged with a third party or Bill Payment Service for pre-authorized payments from your credit union account, then the following is available to you:

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at: (801) 481-8850 or (877) 805-8800

or

Write us at: University Federal Credit Union
P.O. Box 58025
Salt Lake City, UT 84158-0025

We must receive this notification within three (3) business days or more before the payment is scheduled is to be made. 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 or the oral stop order will cease to be binding. The stop payment order will apply only to a particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment has been terminated. (We will charge a fee for each stop payment order you give. This fee is disclosed on the Disclosure of Fees and Charges, which has been provided with this Disclosure and Agreement and which is fully incorporated by reference herein.)

Notice of varying amounts: If pre-authorized payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when it will be made and how much it will be. You may agree with the person getting paid to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided by law.

ERRORS AND QUESTIONS: In case of errors or questions about your transactions, you should notify us, as soon as possible:

For Bill Payment Services:

Telephone the Bill Payment Service at (800) 787-9721 during customer service hours; or
Contact them by using the application's e-messaging feature; or

Write us at: University Federal Credit Union
P.O. Box 58025
Salt Lake City, UT 84158-0025
Attention: Bill Pay Member Services

For Online Banking Services:

Telephone us at: (801) 481-8800

Write us at: University Federal Credit Union
P.O. Box 58025
Salt Lake City, UT 84158-0025

If you think your statement or receipt is in error or you need more information about a transaction listed on the statement or receipt, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

- Provide your name and account number
- Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we will require that you send your complaint or question in writing within ten (10) business days after your verbal notification.

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. However, if we require more time, we may instead take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will

provisionally re-credit your account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. However, if the notice of error involves a transfer to or from an account within thirty (30) days after the first deposit to the account was made (i.e., a new account), we may have up to twenty (20) days to determine if an error occurred and we will provisionally re-credit such an account within twenty (20) days if more time is needed to complete our investigation.

If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

For an electronic fund transaction initiated outside of the United States or occurring within thirty (30) days after the first deposit was made to the account, we may take up to ninety (90) rather than forty five (45) calendar days to complete our investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send me a written explanation. You may ask for copies of the documents that we used in our investigation

CHARGES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:

All charges associated with your electronic funds transactions are disclosed in our Fees & Charges Schedule, which follows this Disclosure and Agreement. Any fees charged will be deducted from your Checking Account

ADDRESS OR BANKING CHANGES:

You agree to notify promptly, in writing, the Member Service Center Department of any address change.

Additionally, you agree to notify the Operations Department in writing at least ten (10) business days in advance of any change in your account, or your account status.

COLLECTIONS:

You agree that University Federal Credit Union shall be entitled to recover any money owed by you as a result of your use of the Service and you agree to repay any withdrawals, which create an overdrawn balance on any of your accounts. We have security interest in your present and future shares or deposits and have the right to apply shares or deposits to any money you owe. If any legal action is required to enforce any provision of the Disclosure and Agreement or to recover money owed by you, you agree to pay all costs, including attorney's fees.

NOTICES:

Any notice sent to you by us will be effective when mailed to your last known address as shown on the Credit Union records.

CHANGE IN TERMS: University Federal Credit Union may change the terms and charges for the services indicated in this Disclosure and Agreement and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. You will be sent the change in terms notice by regular mail at your address of record at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law. You must promptly notify us by U.S. mail at P.O. Box 58025, Salt Lake City, UT 84158-0025 of any change in your email or postal address. Your notification must include your previous address and new address along with your signature.

DISCLOSURE OF DELAYED FUNDS AVAILABILITY: If we have placed a hold for uncollected funds on an item you deposit, there could be a delay in your ability to withdraw or transfer such funds by the Service. For further details, see our "Funds Availability Disclosure" or contact a Credit Union officer.

TERMINATION OR DISCONTINUATION: You may, by written request and by actually discontinuing use of the Service, terminate any of the electronic services provided for in this Disclosure and Agreement. Please contact us at:

University Federal Credit Union
P.O. Box 58025
Salt Lake City, UT 84158-0025
(801) 481-8800 during regular business hours Mountain States Time Zone

Termination by any one-account owner will be binding on all account owners and we are not required to notify other account owners of the termination. Electronic Services will automatically terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts or if any of your accounts are not in good standing. After suspension, electronic services may be reinstated, at our discretion, once there are sufficient funds in your accounts to cover any fees and other transfers and debits. We may terminate electronic services or your right to make electronic funds transfers at any time upon written notice provided your accounts are in good standing. However, we reserve the right to terminate electronic services immediately, and without notice, if you have breached the terms and conditions of any account agreement or any of your accounts are not in good standing. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

Any Bill Payment Service payment processed before the requested cancellation will be completed. All Bill Payment Service scheduled payments will not be processed once the Bill Payment Service is cancelled.

INDEMNIFICATION: To the extent permitted by law, you agree to indemnify, defend and hold us and our directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind which may incur including, without limitation, our reasonable attorneys' fees and court costs that result directly or indirectly, in whole or in part, from your access or use of the Service.

RELATIONSHIP TO OTHER DISCLOSURES:

The information in this Disclosure and Agreement applies only to the Service. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

COPY RECEIVED:

You acknowledge receipt of a copy of this Disclosure and Agreement.

APPLICABLE LAW:

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Utah, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Utah.