LOS ANGELES POLICE FEDERAL CREDIT UNION ELECTRONIC SERVICES DISCLOSURE AND AGREEMENT

Revised 10/29/2026

Throughout these Agreements and Disclosures, the references to "We", "Us", "Our" and "Credit Union" mean LOS ANGELES POLICE FEDERAL CREDIT UNION. The words "You" and "Your" mean each and all of those who apply for and/or use any of the electronic services described in these Agreements and Disclosures. When you use the electronic services described herein or authorize others to use them, you accept these Agreements and Disclosures. By using the electronic services or allowing other persons to use the electronic services, you agree to the terms and conditions presented here, in addition to other agreements you have entered into with the Credit Union, including but not limited to the Member Account Agreement and Disclosure and the Bill Pay Terms and Conditions Agreement and Addendum governing your Credit Union account(s) and Privacy Policy, collectively referred to as the "Other Agreements". The Other Agreements are incorporated by this reference and made a part of this Agreement and Disclosure. In the event of an inconsistency between this Agreement and Disclosure and the Other Agreements, the terms of this Agreement and Disclosure shall control to the extent of such inconsistency. The Credit Union, in its discretion, may modify this Agreement and Disclosure from time to time without notice or as otherwise provided by law. Continued use of the electronic services constitutes acceptance of any new or amended terms and conditions. Please read, print, and retain this Agreement and Disclosure for your records.

This Agreement and Disclosure is given by us in compliance with the Electronic Funds Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 1005, et seq.) to inform you of certain terms and conditions of the electronic services you have requested.

At the present time, we participate in several types of services that may be accomplished by electronic means: pre- authorized deposits of net paycheck, payroll deductions, pre-authorized deposits of pension checks and Federal Recurring Payments (for example, Social Security payments), pre-authorized withdrawals for bill payments and other recurring payments, Automated Clearing House (ACH) transactions, Peer to Peer (P2P) transfers, Automated Teller Machine (ATM) electronic fund transfer services at Credit Union owned ("Proprietary") ATMs and on "Shared Network" ATMs such as The CO-OP®, STAR® and PLUS®, and such other systems as may be added from time to time, Audio Response Electronic Telephone Banking ("Telephone Banking"), Online and Mobile Banking and Point of Sale (POS) Transactions.

Disclosure information applicable to the electronic services offered by us is given below. You understand that the agreements, terms, conditions, rules and regulations applicable to your Checking Account, Share

Account, LAPFCU Debit Card, Personal Line of Credit and any other applicable Accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

A. GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC

1. Business Day Our business days are Monday through Friday, except holidays. Our business hours are:

   Academy Branch - 8:00 a.m. to 5:00 p.m. Closed Saturday & Sunday. Jesse Brewer Branch - 8:00 a.m. to 5:00 p.m. Closed Saturday & Sunday.
   Santa Clarita Branch - 9:00 a.m. to 5:00 p.m. Closed Saturday & Sunday
   Van Nuys Branch - 8:00 a.m. to 5:00 p.m. Closed Saturday & Sunday

   ATMs, POS terminals, Telephone Banking and Online and Mobile Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.

2. Disclosure of Account Information to Third We will disclose information to third parties about your account or transfers you make:

   - When it is necessary to complete an electronic transaction; or
   - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
   - In order to comply with a government agency or Court order, or any legal process; or
   - If you give us written
   - As explained in our separate privacy disclosures, which can be found at https://lapfcu.org/privacy

   Confidential data relating to our internet service, marketing strategies, business operations, other persons or entities, and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement and Disclosure and you are prohibited from disclosing and agree to maintain the confidentiality of Confidential Information.

3. In Case of Errors or Questions About Your Electronic Transfers. You must telephone us at: 877- MY- LAPFCU (877-695-2732) or write us at: LOS ANGELES POLICE FEDERAL CREDIT UNION, P.O. Box 10188 Van Nuys CA. 91410-0188, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You can click here for more information about our days and hours of operation for contacting us. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You must:

   Tell us 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; and

   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.

   We will determine whether an error occurred 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 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. However, if the notice of error involves a transfer to or from an account within thirty days after the first deposit to the account was made, we may have up to twenty (20) days to determine if an error occurred and we will provisionally credit such an account within twenty (20) days if more time is needed 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 provisionally credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint.

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 you a written explanation. You may ask for copies of the documents that we used in our investigation.

4. Your Liability for Unauthorized Transfers. Please note that the term unauthorized electronic fund transfer, also referred to herein as an unauthorized transfer, has the same meaning as defined in Regulation E, 12 CFR § 1005.2(m). You are responsible for all transfers you authorize using the services hereunder. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error. When you give someone your password or other means to access the services, you are authorizing that person to use your services, and you are responsible for all transactions that person performs while using your services unless otherwise provided for by applicable law. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions, unless otherwise provided for by applicable law.

   Notify the Credit Union immediately if you believe your password or other credentials to access the services have been lost or stolen or that an unauthorized transfer has been made from any of your accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. You could lose all the money in your accounts.

   If you tell us within two (2) business days after you discover the loss or theft, you may be liable for no more than $50, if someone accesses your account without your permission.

   If you do not tell us within two (2) business days after you discover the loss or theft of your password or other credentials to access the services, or that an unauthorized transfer has been made from any of your accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as $500.

   Furthermore, if any account statement shows transfers that you did not make, tell us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

   If you believe your password or other credentials to access the services has been lost or stolen or that someone has transferred or may transfer money from your accounts using the services without your permission, call:

   877-MY-LAPFCU (877-695-2732)

   Or write to:

   LOS ANGELES POLICE FEDERAL CREDIT UNION, 16150 Sherman Way, Van Nuys, CA 91406

5. Our Liability for Failure to Make or Complete Electronic Funds Transactions. If we do not properly complete an electronic funds transaction to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses and However, there are some exceptions. We will not be liable, for instance, if:

   - Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
   - Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction;
   - The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
   - We have received incorrect or incomplete information from you or from third parties (e.g. the S. Treasury, an automated clearing house, or a terminal owner);
   - The ATM, POS terminal, Telephone Banking, Online and Mobile Banking or other electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction;
   - The ATM where you were making the transaction did not have enough cash, or cash in the denominations you requested;
   - Your LAPFCU Debit Card or VISA® Credit Card has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, is retained by us at your request, or because your LAPFCU Debit Card, VISA® Credit Card PIN Telephone Banking PIN or Online and Mobile Banking Password has been repeatedly entered incorrectly;
   - The transaction would exceed your Line of Credit limit or Credit Card limit;
   - Our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
   - The payee mishandles or delays a payment sent by the Bill Payment
   - If you provide an incomplete or incorrect username or password, you answer security questions incorrectly, you do not enter a correct security code supplied by us to authenticate your identity, your username or password has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, internet, or our instructions for making transfers or using our internet service.
   - If your account is closed or if it has been frozen.
   - If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
   - If you have not provided us with complete and correct payment information, including without limitation, the name, address, account number, and payment amount for the payee on a transfer.
   - If delays in processing and/or payment are caused by third-party software and/or services.
   - There may be other exceptions

6. Login Security. You understand that you cannot use Telephone Banking or Online and Mobile Banking without login security information, i.e., an identification number or Password, which we refer to as PIN for Telephone Banking and Password for Online and Mobile Banking. You will select your own PIN for Telephone Banking or password for Online and Mobile Banking. You are responsible for the safekeeping of your PIN and Password.

   - You agree not to give or make available login security information to any unauthorized individual. All transactions affected by the use of the services contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your PIN and Password or as otherwise authorized under this Agreement and Disclosure.

We are entitled to act on all transaction instructions received using your PIN and Password. Unless otherwise provided for by applicable law, you are financially responsible for all uses of the services by you and those who are authorized by you to use the services, including without limitation, providing your Password, PIN, login information, verification information, and/or account information to others. If you believe your login information has been lost or stolen, someone has attempted to use your online or mobile banking access without your consent, your account(s) or loan accounts have been accessed, or someone has transferred money without your permission, you must notify the Credit Union immediately.

- You further understand that your PIN and Password are not
- For your protection, we recommend that you regularly change your PIN and Password used to access the services.
- You understand that if you disclose your account and/or login information to any person, you have given such person access to your account via the services, including the ability to review all of your personal and financial information and to engage in account transactions. Such transactions are deemed authorized transactions unless otherwise provided for by applicable law. Unless provided for by applicable law, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your account and for use of any of your personal, account, and/or login information by such person even if such transactions were not intended by you or exceed your intended authority. You are responsible for any transactions made by such authorized person up to the time you specifically revoke such authority by notifying us in writing, provided we have sufficient time to reasonably act on your notice, and immediately changing your PIN and Password or other login information.
- Anyone with access to your email and devices may be able to view transactional and account balance information that we send to you via email, texts, and push notifications. Such information can be delivered whether or not you are logged into the services and whether or not your mobile device is locked or in sleep mode. If you do not wish for others to see your information, you should keep the password for your email private, establish a passcode lock on your mobile device, and protect your screen when information is displayed. In addition to protecting your account information, you should also protect your personal information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It's your responsibility to protect your personal information with the same level of care that you protect your account information.
- Under no circumstances will the Credit Union contact members requesting a member's online banking If you receive a solicitation of this nature, you are requested to contact the Credit Union immediately at 877-MY-LAPFCU (877-695-2732).

7. Charges for Electronic Funds Transaction Services. All charges associated with your electronic funds transactions are disclosed in our Schedule of Fees. A stop payment placed on a pre-authorized electronic payment is subject to a Stop Payment fee for each stop payment order you give. There may also be a charge assessed if you overdraw your Checking Account by the use of an LAPFCU Debit Card. If you request a copy of the documentation relative to an ATM or POS transaction (except if the documentation is for resolution of a billing error), a fee equal to our reasonable cost of reproduction will be Any fees charged will be deducted from your Checking or Share Account(s).

8. Change in Terms. We may change the terms and charges for the services indicated in this Electronic Services Disclosure and may amend this Agreement and Disclosure from time to time. Such changes render prior versions of this Agreement and Disclosure obsolete. We will provide you with written notice if required by applicable law, rule or regulation. Features and services available may be added at any time. We will update the Agreement and Disclosure to notify you of the existence of new features and services, and, by using the new features and services when they become available, you agree to be bound by the rules contained in these Agreements and Disclosures. Features and services available may be canceled or limited at any time. We will update the Agreement and Disclosure to notify you when features and services have been canceled or limited and will provide you with written notice if required by applicable law, rule or regulation. The Agreement and Disclosure will be available and posted on our website on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be available at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the system's security, the Agreement and Disclosure will be updated within a reasonable time after the change. You will be notified as soon as possible when changes are made which materially affect your rights. Continued use of our services by you after notice of a change in terms constitutes acceptance of the change.

9. Disclosure of Delayed Funds Availability. We may place a hold for uncollected funds on an item you deposit. This could delay your ability to withdraw such For further details, see your disclosure of "Funds Availability Policy" or contact a Credit Union associate.

10. Process for Notifying Member of In the unlikely event we are unable to process your transaction, we will notify you via email, telephone, text, or mailing.

11. Termination of Electronic Funds Transaction Services. You may terminate any of the electronic services provided for in this Agreement and Disclosure. We may terminate your right to make electronic funds transactions at any If you ask us to terminate your account or the use of an LAPFCU Debits Card or any other access device, you will remain liable for subsequent authorized transactions performed on your account. We recommend that you cancel any scheduled payments or transfers prior to notifying us of your termination. Your use of our service will be terminated after we have had a reasonable opportunity to act upon your termination request. 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. We may suspend or terminate your participation in or use of our service, or any portion of our service, for any reason or no reason, at any time, with or without notice. We will try to notify you in advance, but we are not obligated to do so. We shall have no obligation to honor any instruction, in whole or in part, that: 1) is or we reasonably believe is used for any illegal or improper purpose or activity; 2) exceeds the available funds in your account; 3) we have reason to believe may not be authorized by you; 4) involves funds subject to a hold, dispute or legal process; 5) would violate any law, rule or regulation applicable to us, our internet service, you or any other party that processes or receives the payment; 6) is not in accordance with any other requirement stated in the Agreement and Disclosure or any Other Agreements with us, or any of our policies, procedures or practices; or 7) for our protection or your protection, we have reasonable cause not to honor. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement and Disclosure.

12. Relationship to Other The information in this disclosure applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

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

14. Online and Mobile Banking Transaction Posting Funds transferred via Online and Mobile Banking will be credited same day, are accessible, for instance, at an ATM, and will be reflected in your available balance. However, the transfer will actually post to your account and will be reflected in your account history the following business day. Check withdrawals are posted immediately and checks are mailed directly to your account mailing address the following business day.

15. Governing 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 federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the internal laws of the State of California, 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 California.

16. Notices and Communications. Except as otherwise provided in this Agreement and Disclosure or required by law, rule or regulation, all notices required to be sent to you will be effective when we mail (to the last known address) or email (to the email address that we have in our records) them or when we make such notices available through the services, if you have provided affirmative consent to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change of address or email address.

17. User Conduct and Indemnification. You agree not to use the services, or the content or information delivered through the services, in any way that would: 1) violate any law, statute, ordinance, or regulation in any jurisdiction; 2) infringe or violate any copyright, trademark, patent, trade secret, right of publicity or privacy, or any other proprietary right; 3) be false, misleading, inaccurate, fraudulent, or involve the sale of counterfeit or stolen items; 4) impersonate another person or entity; 5) be related to gambling of any type; 6) be defamatory, trade libelous, threatening, harassing, potentially be perceived as obscene, pornographic, or racially, ethnically, or otherwise objectionable; 7) create liability for us or our affiliates or cause us to lose any services of any third party provider; 8) interfere with or disrupt computer networks, impose an unreasonable or disproportionately large load on our infrastructure, infect the computer networks with viruses or code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the use of the services by any other party; 10) gain unauthorized entry or access into our systems; 11) make any commercial use of, resell, frame, or mirror any part of the service; or 12) use any manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the services or its contents. We and our service providers have the right, but not the obligation to monitor and stop any activity that we find in our sole discretion to be objectionable in any way.

    We and our service providers may use your information and activity for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement and Disclosure as permitted by law to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability and shall have the right to retain such data even after termination or expiration of this Agreement and Disclosure for risk management, regulatory compliance, audit reasons, statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of the services. You agree to indemnify, defend, and hold us, including our directors, officers, employees, agents, service providers, and third party licensors, harmless (by Counsel of our choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the services, any negligent or intentional action or inaction by you, and/or any breach by you of this Agreement and Disclosure. This paragraph shall survive the termination of this Agreement and Disclosure.

18. Ownership and License. We retain all ownership and proprietary rights in the services, associated content, technology, website(s), and applications (apps). Your use of the services is subject to and conditioned upon your complete compliance with this Agreement and Disclosure. Any breach of this Agreement and Disclosure immediately terminates your right to use the services. Without limiting the generality of the foregoing, you may not use the services: 1) in any anti-competitive manner; 2) for any purpose which would be contrary to the business interest of us; or 3) to the actual or potential economic disadvantage in any aspect to us. You may use the services only for non-business, personal use in accordance with this Agreement and Disclosure. You may not copy, reproduce, distribute or create derivative works from the content and must not reverse engineer or reverse compile any of the technology used to provide the services.

19. Compliance with Laws. You agree to comply with and be bound by all laws, statutes, regulations and ordinances pertaining to your use of the services, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules, regulations, agreements, operating circulars, and other documents to which we are a party that govern the services, including but not limited to, Automated Clearing House ("ACH") rules as published by the National Automated Clearinghouse Association, ("NACHA").

20. Telephone Consumer Protection Act. You agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) you provide to us, including mobile telephone numbers that could result in data usage and charges to you. This is so that we can service and keep you informed about your account(s) (including loans, if any), collect any amounts you owe us, provide access codes, and/or provide fraud, security breach, or identity theft alerts, and for other non-marketing purposes as permitted by applicable law. You also agree that you may be contacted by our service providers making such calls/texts on our behalf. The manner in which these calls or text messages may be made to you include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. You are not required to provide consent as a condition to receiving our service. You may revoke your consent or change the telephone number provided at any time by calling us at 877-MY-LAPFCU (877-695-2732).or writing us at LOS ANGELES POLICE FEDERAL CREDIT UNION, 16150 Sherman Way, Van Nuys, CA 91406.

21. Data Recording. By accessing our services, you understand that we may monitor and/or record your activity and the information you enter. By using the services, you consent to such recording.

22. No Waiver. We and our service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

23. Severability and Headings. If any part of this Agreement and Disclosure should be held to be unenforceable, the remaining provisions of this Agreement and Disclosure will remain in full force and effect. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement and Disclosure.

24. Force Majeure. You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or costs of any kind resulting from any delay in the services due to causes beyond our reasonable control, including, but not limited to, earthquakes, floods, fires, power outages, pandemics or epidemics, computer or telecommunications systems failures or acts of terrorism.

25. Limitation of Liability. You understand that your use of any device to access the services is susceptible to viruses and other security threats. You are solely responsible for making sure your device and equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your device, equipment, programs, and files, or could result in interception of information by a third party. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICE, AND/OR ANY OTHER DEVICE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER, TELEPHONE SERVICE, INTERNET PROVIDER, THE DISCONNECTING OF YOUR COMMUNICATIONS SERVICE, OR OTHER SERVICE PROVIDER, OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE

SERVICE, SERVICE PROVIDER, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT AND DISCLOSURE REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY. ACCORDINGLY, THE EXCLUSION OF CERTAIN LIMITATIONS MAY NOT APPLY TO YOU.

26. Disclaimer of Warranties. When using or attempting to use the services, you may experience technical or other difficulties that neither we nor our service providers can always foresee or anticipate. These difficulties may result in the inability to access the services and the loss of data, personalization settings, or other interruptions. YOU UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE OFFERED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. WE AND OUR SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, DEVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR SATISFACTORY. WE AND OUR SERVICE PROVIDERS DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE IN ANY MANNER OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO INFORMATION OR ADVICE GIVEN BY US OR OUR SERVICE PROVIDERS OR OUR OR THEIR REPRESENTATIVES SHALL CREATE ANY WARRANTY. INSTALLATION AND USE OF THE SERVICES MAY OCCUR ACROSS THE NETWORKS OF MANY SERVICE PROVIDERS THAT WE DO NOT OPERATE OR HAVE ANY CONTROL OVER. WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT YOUR ABILITY TO INSTALL AND USE THE SERVICES. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, THE UNAVAILABILITY OF THE INTERNET FOR ANY REASON, NETWORK DELAYS, A BREACH OF SECURITY OR INTEGRITY OF THE NETWORK OR CORRUPTION, SYSTEM OUTAGES, COMMUNICATIONS FAILURE, INTERRUPTIONS, OR COVERAGE LIMITATIONS OF A WIRELESS CONNECTION. ALTHOUGH WE HAVE TAKEN MEASURES TO PROVIDE SECURITY FOR DATA EXCHANGES BETWEEN YOU AND US VIA THE SERVICES, AND MAY HAVE REFERRED TO SUCH COMMUNICATION AS “SECURED,” WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY. YOU ACKNOWLEDGE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT ALL DATA TRANSFERS, INCLUDING EMAIL, PUSH NOTIFICATIONS AND TEXTS, OCCUR OPENLY ON THE INTERNET AND POTENTIALLY CAN BE MONITORED AND READ BY OTHERS. TRANSACTIONAL AND BALANCE INFORMATION TRANSMITTED VIA TEXT OR PUSH NOTIFICATIONS IS NOT ENCRYPTED. YOU ACKNOWLEDGE AND AGREE THAT INSTALLING OR USING THE SERVICES IS AT YOUR OWN RISK AND THAT THE PRIVACY OF YOUR PERSONAL INFORMATION CANNOT BE GUARANTEED AND YOU ASSUME FULL RESPONSIBILITY FOR, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM, ANY LOSSES OR DAMAGE YOU INCUR AS A RESULT OF THE TRANSMISSION OF YOUR PERSONAL INFORMATION WHEN INSTALLING OR USING THE SERVICES. THIS DISCLAIMER OF WARRANTIES IS APPLICABLE EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND DISCLOSURE OR WHERE APPLICABLE LAW REQUIRES A DIFFERENT STANDARD. ACCORDINGLY, EXCLUSION OF CERTAIN WARRANTIES MAY NOT APPLY TO YOU.

B. **ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE AND MOBILE BANKING.**

Online and Mobile Banking is your computer and mobile banking service that allows you access to your Accounts without assistance from our staff by using the Credit Union's website and your own selected Online and Mobile Banking Password. Please refer to our website at: lapfcu.org for information on browser requirements necessary to access PATROL to conduct transactions.

You understand that Online and Mobile banking uses "cookies" for an added layer of security. The "cookies" do not contain any confidential information about your account, but do keep track of your activity and your current sign-on status. Every time you request a new page, your browser sends the "cookie" back to your server for verification, and then your server updates your computer with a new "cookie." Each "cookie" is removed at the end of your session. If you refuse to accept "cookies", you cannot access Online and Mobile Banking.

Online and Mobile banking requires your camera access to use Mobile Remote Deposit Capture (mRDC)..

Your mobile device's contact list is required to utilize the Zelle. Your contacts are used to populate the recipient list for Zelle payments.

1. Account
   Online and Mobile Banking is available for your Regular Share Account, Checking Account, Money Market Account, and Line of Credit Account and most other share account(s) and loan account(s) using your Password. Transactions posted through Online and Mobile banking are online real-time and will appear in your account history after submission.

2. Types of Available Transactions
   - Transfer funds to/from your other LAPFCU accounts (AKA Internal Transfers)
   - Transfer funds to/from other financial institutions (AKA External Transfers)
   - Transfer funds to/from other LAPFCU members (AKA Member-to-Member)
   - Zelle®
   - Bill Pay – one-time payment or schedule recurring payments.
   - Remote Check Deposit (RDC) – deposit a check into an eligible account using our app and your phone’s camera.
   - Send/Receive wire transfers.
   - Automated Clearing House (ACH)
   - QuickPay – make a payment on your LAPFCU loan via ACH, credit card, or debit card from another financial institution.
   - Make loan payments.
   - Make credit card balance payments.
   - Order more checks.
   - Manage credit and debit card accounts.
   - e-Statements and e-Disclosures – choose whether to receive your account statements and disclosures online or via mail.
   - View statements for your deposit and loan accounts, real estate loan, and tax statements/forms.
   - Update your contact information – address, email address, and phone number

3. Online and Mobile Banking
   - You understand that you cannot use Online and Mobile Banking without a member identification number which we refer to as a YOU AGREE THAT THE USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

4. Hardware, Software and System Requirements. In order to use the services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. In order to access our Online and Mobile Banking systems, you must have, at your cost:

- A valid and active email account.

- An Internet capable device (i.e., computer, smart phone, smart watch, tablet or other compatible device to use the Services) with Microsoft Windows 10 or later, Apple Mac OS X v10.15 or later, Android 11 or later, or WatchOS 9 Operating System or later ("Device").
- A Device that uses a supported version of one of the following browsers: Microsoft Edge, Mozilla Firefox, Apple Safari or Google Chrome. Other Internet browsers may be used but may not be supported.
- For Biometrics, end users can use Fingerprint Login, Touch ID, Face ID, or Face Authentication to log in to the mobile banking app, depending on the device and supported version.
- Laptops and desktops with a display of at least a 1280-pixel width.
- An internet connection with a minimum of 1 Mbps download speed.

You are responsible for the installation, maintenance, and operation of Devices used to access the services. The Credit Union is not responsible for errors, failures, or malfunctions of any Device used or attempted to be used for access to the services. These responsibilities include, without limitation, your utilizing up to date Internet browsers, Devices, and best commercially-available encryption, antivirus, anti-spyware, and Internet security software. We are not responsible for, and you might be charged, third-party fees related to your use of the services that may include Internet access, data usage, push notifications, text messages, or other third-party charges. The Credit Union is also not responsible for viruses or related problems associated with the use of these online systems. The Credit Union is not responsible for any third party software you may need to use the services. 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 the time of download and installation.

5. Service Availability. The availability, timeliness and proper functioning of the services depend on many factors, including your Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Device. Neither we nor any of our service providers warrants that the services will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the services, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of date or loss of personalized settings.

   We reserve the right to determine the eligibility standards and qualifications and to refuse access to the service, at our sole and absolute discretion. We reserve the right to change the eligibility and qualifications at any time without prior notice. We may limit the number or dollar amount of your transactions at any time without prior notice in order to protect the security of your account or our system. We reserve the right to change, suspend, increase liabilities, fees or abilities, decrease abilities, or discontinue the services, or your abilities to use the services, in whole or in part, immediately and at any time without prior notice, unless prior notice is required by law, rule or regulation.

   Financial information reflected on your Device or in notifications we sent you reflects the information available at the time, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you must contact us directly.

C. **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUNDS TRANSACTIONS, POINT OF SALE TRANSACTIONS, TELEPHONE BANKING AND ONLINE AND MOBILE BANKING.**

1. Right to Receive Documentation of

- Transaction Receipt. You will receive a receipt at the time you make any transfer to or from your account using one of the ATMs (unless you authorize a transfer knowing receipts are not available) or when you make a purchase using a POS You should retain this receipt to compare with your statement from us.
- Periodic Statement. You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using the ATMs, POS terminals, Telephone Banking or Online and Mobile Banking, which will show the calendar date that you initiated the transfer, the type of transfer and the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly.
- Online and Mobile Banking. You may print a record of any individual transaction conducted through Online and Mobile Banking at any time after the transaction is You may also subsequently contact us to request a paper record for any such transaction provided it is no more than three (3) months old. A fee may be charged for such paper copy, subject to our Schedule of Fees.

2. Verification

   All transactions affected by use of the ATMs, POS terminals, merchant or Internet purchases using your LAPFCU Debit Card, Telephone Banking, Online and Mobile Banking, or other electronic transaction contemplated hereunder which would otherwise require your "wet" signature, shall be valid and effective as if signed by you when accomplished by use of the Card(s) and/or PIN(s) or Password(s) or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by us and may only be credited or withdrawn in accordance with our "Delayed Funds Availability Policy." Transactions accomplished after the close of normal business each day shall be deemed to have occurred on our next business day. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, our name, your member number and where you want your deposit to go.

3. Stop Payment Disclosure

   You understand that a request for stop payment through Online and Mobile Banking or Telephone Banking expires and is no longer in effect 184 days from the date hereof.

   You understand that the numbers and amounts you enter must be correct for the stop payment to take effect.

   You understand that if our financial institution has obligated itself to pay the check or a third person becomes a holder in the due course of the check, that we may be obligated to pay the check.

   You agree to indemnify us against any and all liability, loss, costs, damages, loss of attorneys, and other expenses, including but not limited to any amount we are obligated to pay on the check.

   You understand that you must notify us in writing to cancel the stop, and that the fee is the same as placing the stop.

   Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated therewith, we will have no liability for failing to do so, unless otherwise expressly provided for by applicable law. You understand that Los Angeles Police Federal Credit Union will not be liable for paying a check on the day that the stop payment request is received.

4. Security of Online

If you notice a security or privacy breach through Online and Mobile Banking, you will immediately notify the Credit Union by calling 877-MY-LAPFCU (877-695-2732).

Disclosures for Bill Pay

Los Angeles Police Federal Credit Union Online Banking Bill Pay Service

Bill Pay Terms and Conditions Agreement and Addendum to the Electronic Services Disclosure and Agreement

Throughout these Agreements and Disclosures, the references to "We", "Us", "Our" and "Credit Union" mean LOS ANGELES POLICE FEDERAL CREDIT UNION. The words "You" and "Your" mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of subscribing to Los Angeles Police Federal Credit Union's Bill Pay service.

By using the Bill Pay services or allowing other persons to use the Bill Pay services, you are agreeing to the terms and conditions presented here, in addition to other agreements you have entered into with the Credit Union, including but not limited to the Electronic Services Disclosure and Agreement and Member Account Agreement and Disclosure governing your Credit Union account(s) and Privacy Policy, collectively referred to as the “Other Agreements”. The Other Agreements are incorporated by this reference and made a part of this Agreement. The Credit Union in its discretion may modify this Agreement from time to time without notice or as otherwise provided by law. Continued use of the services constitutes acceptance of any new or amended terms and conditions. Please read, print, and retain this Agreement for your records.

Bill Pay is a free electronic bill payment service within Online and Mobile Banking that allows LAPFCU members to pay bills from the convenience of your home computer, with the payments being made directly from your LAPFCU checking account. LAPFCU members can pay your bills manually each month or set them up to be paid automatically. As an LAPFCU member, you understand that you must have Online and Mobile Banking access in order to make payments using Bill Pay.

NOTE: All references within this document to the terms "Bill Pay Service" and/or "the Service" reflect the bill pay service offered by Los Angeles Police Federal Credit Union.

Los Angeles Police Federal Credit Union is not liable for direct or indirect technical or system issues or consequences arising out of your access to, or use of, third-party technologies or programs linked to from the Los Angeles Police Federal Credit Union website.

Electronic Disclosure of the Agreement for Bill Pay

You acknowledge electronic receipt of the Bill Pay Terms and Conditions Agreement and Addendum to the Electronic Services Disclosure and Agreement ("Agreement") associated with Los Angeles Police Federal Credit Union's (LAPFCU) bill pay service and agree that you have read and will abide by this Agreement as well as the Electronic Services Disclosure and Agreement provided herewith and incorporated by this reference. You also agree that LAPFCU does not need to provide you with an additional, paper (non-electronic) copy of this Agreement unless specifically requested or otherwise required by applicable law. Further, you understand that a copy of this Agreement can be printed by using your browser's print command and a printer. A copy of your Electronic Services Disclosure and Agreement may be requested by you by calling 877-MY-LAPFCU (877-695-2732).

Use of a Third-Party Bill Pay Service Provider

Los Angeles Police Federal Credit Union has contracted with a third-party Bill Pay Service provider to provide bill pay service to our members. This third-party Bill Pay Service provider will be processing bill payments and providing information about your account to the Credit Union, related to these member-initiated bill payments. The third-party Bill Pay Service provider uses two types of remittance methods to pay bills for end users. Payments may be remitted electronically or by paper check, depending upon the preferences and capabilities of the merchant (Payee).

LAPFCU, at its sole discretion, reserves the right to change Bill Pay Service providers.

Enrollment Request for Bill Pay

LAPFCU reserves the right to refuse enrollment in the bill pay service to any member who does not meet the criteria which has been established by the Credit Union and/or the third-party Bill Pay Service provider.

Transaction Fees for Bill Pay

Bill Pay is free for all Los Angeles Police Federal Credit Union members who have an eligible Checking Account. You understand that fees for all LAPFCU services can be found on our fee schedule, which can be viewed by clicking here.

Bill Pay

As used in this Agreement, the term "**Payee**" means the designated merchant, vendor, biller, person, or entity to whom you wish a bill payment to be directed; "**User**" means the person who subscribes to the bill pay service; "**Payment Instructions**" means the information you provide to the bill pay service for a payment to be made to your payee (e.g. Payee name, account number, payment amount, payment date, etc.); "**Bill Pay Account**" means your checking account designated for using bill pay service; "**Due Date**" means the date your payment is due to the Payee; "**Business Day**" is every day except Saturdays, Sundays, holidays, and days we are closed; "**Approximate Debit Date**" means the date that funds must be available in your Bill Pay Account (it is anticipated that this will be 2-5 Business Days before your selected Due Date, depending on the Payee's method of accepting payment); and "**Cutoff Time**" means 7:30 p.m. Pacific Time on any Business Day, and is the time by which you must transmit payment instructions to have them considered entered on the **next** Business Day.

***NOTE: For a first-time payment to a new (unverified) merchant, the merchant must be set up an additional five (5) to ten (10) business days prior to the due date to guarantee payment by the due date. You understand that any of your merchant set ups or payment instructions must be transmitted to LAPFCU via Bill Pay by 7:30 p.m. Pacific Time on any business day to have them be considered entered on the next business day.**

By providing the Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Service to follow the payment instructions that it receives from you or your authorized user through bill pay service. When the Service receives a payment instruction, you authorize it to debit your Bill Pay Account and remit funds on your behalf so that the funds arrive as close to the Business Day designated by you as reasonably possible. (Business Day is every day except Saturdays, Sundays, holidays and days we are closed.)

While it is anticipated that most transactions will be processed according to the "approximate debit date" before your selected Due Date, it is understood that due to circumstances beyond the control of LAPFCU or the Bill Pay Service provider, particularly delays in handling and posting payments by slow responding companies or financial institutions (Payees), some transactions may take a day or even a few days longer to be credited by your Payee to your account with them.

For this reason, **it is necessary that all Due Dates selected by you must be the actual due date, not the late date and/or a date in the grace period.*** Payment Instructions entered after the Cutoff Time or on a non-Business Day will be considered entered into the bill pay service on the next Business Day.

***NOTE: If the date a payment is due falls on a non-Business Day, the Due Date selected by you should be the prior Business Day to ensure timely payment.**

In addition, you understand that the initial link for each Payee must be established and verified before the first electronic payment can be posted to your account with that Payee. It can take 5-10 days to consolidate a payee into an electronic payee. You understand that LAPFCU will not send payments to unverified Payees, and that your payment could be late or not paid at all if you do not allow enough time for the initial linking process.

You may cancel or edit any scheduled payment (including recurring payments) as long as the changes are made before the funds have been debited from your Bill Pay Account. There is no charge for canceling or editing a scheduled payment. Please note: because we will not have a reasonable opportunity to act on any stop payment or cancellation order, **it is not possible to stop or cancel a payment once your Bill Pay Account has been debited.**

You have signed up for a consumer version of the bill pay service. Bill Pay is designed and intended to be used for personal, family, or household purposes. For a designated checking account (Bill Pay Account) to be used with Bill Pay, you must have established the account primarily for personal, family or household purposes. Bill Pay is not specifically designed for business or commercial purposes. You agree to take full responsibility if any of the designated accounts you use with Bill Pay are business or commercial accounts. You are obligated to reimburse LAPFCU for any loss we incur as a result of your use of Bill Pay for business or commercial purposes.

Excluded Payees

Payees that are excluded from payment through Bill Pay are: governmental agencies, including but not limited to federal, state and local taxing authorities including the IRS, collection agencies, DMV, as well as recipients of court-ordered payments such as child support and alimony. Payments to any organizations or individuals with addresses outside of the United States are also excluded. If the Service detects that a link to an "excluded payee" has been created, it will delete the link to the member and the payee from the database.

Our Liability for Failure to Make Transfers

The Service will use its best efforts to make all of your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

- If, through no fault of LAPFCU, you do not have enough money in your Bill Pay Account, including any available overdraft, to make the payment or transfer.
- Some or all of the money in your account is subject to legal process or other encumbrance restricting the transfer.
- There is a malfunction in the Bill Pay system or your communication with Online and Mobile Banking, and you know about the malfunction before you initiate the transaction.
- A Payee mishandles or delays in handling payments sent through Bill Pay.
- You have not provided Bill Pay with the correct Payee name, address, or account information or payment amount or due date.
- Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
- The purpose of the payment is to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments.
- If your account is closed or if it has been frozen.
- If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If our failure to complete the transaction is done to protect the security of your account and/or the system.
- If delays in processing and/or payment are caused by third-party software and/or services.
- There may be other exceptions stated in our Other Agreements with you.

Provided none of the foregoing exceptions to the Service performance obligations are applicable, if the Service causes an incorrect amount of funds to be removed from your Bill Pay Account or causes funds from your Bill Pay Account to be directed to a person or entity which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Bill Pay Account or for directing to the proper recipient any previously misdirected payments or transfers.

Time Frame and Process for Notifying Members of Exceptions to Normal Processing of Service Requests

In the unlikely event we are unable to process your transaction, we will notify you by email within two (2) business days after we are notified of the exception by the Bill Pay Service provider. You understand that because the new merchant verification process can take five (5) to ten (10) business days, notification of an exception on a new merchant transaction may extend to two (2) business days beyond the verification period.

Available Balance

You are responsible for ensuring there is a sufficient available balance in the Bill Pay Account on the Approximate Debit Date to cover the full amount of any payment you instruct us to make through Bill Pay. We will not complete a bill payment transaction if there is not a sufficient available balance in the Bill Pay Account (including funds available through any overdraft line of credit or automatic transfer feature) on the Approximate Debit Date, with the exception that paper checks will be sent with Bill Pay regardless of the available balance on the Approximate Debit Date. However, if there is not a sufficient available balance in the Bill Pay Account at the time the paper check is deposited, we will not complete the bill payment transaction. If there is not a sufficient available balance in your Bill Pay Account on the Approximate Debit Date or when a paper check is deposited as provided for herein, no subsequent bill payments will be processed until there is a sufficient available balance in the Bill Pay Account.

If the bill payment resulted in a non-sufficient funds status of your account, we will notify you in writing via email one day after the transaction was to be performed. You will be charged a NSF Fee in accordance with LAPFCU's established and published Schedule of Fees.

Bill Pay Methods and Restrictions

Payment will be made to your Payee either electronically via the Automated Clearing House (ACH) or by check. The method of payment depends upon the processing method that can be accommodated by your Payee (e.g., some Payees are unable to accept electronic payments).

You understand it is important that you take into consideration what method of bill payment, either electronic or check, that will be used to send a payment to your Payee. If your Payee accepts electronic bill payment, the payment may take up to two (2) to four (4) Business Days to process. If the Payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to five (5) to ten (10) Business Days to process.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBLITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT SOFTWARE, AND OR THE SERVICE.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Password and Security

To access Bill Pay, you will need to log on to the Online banking or Mobile Banking web site. You agree not to give or make available your Online and Mobile Banking User ID and Password to any unauthorized individuals. You are responsible for all bill payments that you and your Bill Pay authorized user, authorize using the Service. If you permit other persons to use the Service or your Online and Mobile Banking User ID and Password (even though you have agreed not to disclose this information) or your Online and Mobile Banking Password, you are responsible for all transactions they authorize. If you believe that your Online and Mobile Banking Password has been lost, stolen, or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify LAPFCU at once by calling 877-MY-LAPFCU (877-695-2732).

You also agree that LAPFCU may revoke your Online and Mobile Banking or Bill Pay access if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the Online and Mobile Banking User ID and Password belonging to you and/or your authorized user.

Your Liability for Unauthorized Transfers

Please note that the term unauthorized electronic fund transfer, also referred to herein as an unauthorized transfer, has the same meaning as defined in Regulation E, 12 CFR § 1005.2(m). You are responsible for all transfers you authorize using the Services hereunder. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error. When you give someone your password or other means to access the Services, you are authorizing that person to use your Services, and you are responsible for all transactions that person performs while using your Services unless otherwise provided for by applicable law. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions, unless otherwise provided for by applicable law.

Notify the Credit Union immediately if you believe your password or other credentials to access the Services have been lost or stolen or that an unauthorized transfer has been made from any of your accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. You could lose all the money in your accounts.

If you tell us within two (2) business days after you discover the loss or theft, you may be liable for no more than $50, if someone accesses your account without your permission.

If you do not tell us within two (2) business days after you discover the loss or theft of your password or other credentials to access the services, or that an unauthorized transfer has been made from any of your accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as $500.

Furthermore, if any account statement shows transfers that you did not make, tell us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your password or other credentials to access the services has been lost or stolen or that someone has transferred or may transfer money from your accounts using the services without your permission, call:

(877-MY-LAPFCU (877-695-2732)

Or write to:

LOS ANGELES POLICE FEDERAL CREDIT UNION, 16150 Sherman Way, Van Nuys, CA 91406

In case of errors or questions about your Bill Pay service transactions, you must telephone us at: 877-MY-LAPFCU (877-695-2732) or write us at: LOS ANGELES POLICE FEDERAL CREDIT UNION, 16150 Sherman Way, Van Nuys, CA 91406, as soon as you can, if you think your statement is wrong or if you need more information about a transaction listed on the statement. You can click here for more information about our days and hours of operation for contacting us. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. You must:

Tell us 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; and

Tell us the dollar amount of the suspected error.

If you tell us orally, we will require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred 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 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. However, if the notice of error involves a transfer to or from an account within thirty days after the first deposit to the account was made, we may have up to twenty (20) days to determine if an error occurred and we will provisionally credit such an account within twenty (20) days if more time is needed 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 provisionally credit your account.

For an electronic fund transfer 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 you a written explanation. You may ask for copies of the documents that we used in our investigation.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or transfers you make: When it is necessary to complete an electronic transaction; or

In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

In order to comply with a government agency or Court order, or any legal process; or If you give us written permission.

As explained in our separate privacy disclosures, which can be found here.

In the Event a Bill Pay Transaction is Returned and/or Overdraws Your Bill Pay Account

In using Bill Pay, you are requesting the Service to make payments for you from your Bill Pay Account. If we are unable to complete the transaction for any reason associated with your designated checking Account (for example, there are not sufficient funds in your Account, including any available overdraft, to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice or an Overdraft Privilege Service notice from LAPFCU. In these cases, you agree that a non-sufficient funds (NSF) fee or an Overdraft Privilege Service (ODP) fee will be charged in accordance with LAPFCU's established and published Schedule of Fees.

By enrolling in and using Bill Pay, you agree that LAPFCU has the right to collect funds from all of your share accounts as well as the available balance on your Line of Credit accounts to recover funds for all payments that have been requested to be paid by you and your authorized user; this includes accounts on which you are the primary member-owner, as well as accounts on which you are the joint owner.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Credit Union or the Service from time to time. In such event, the Service shall send notice to you at your address of record or by secure electronic message via the Online and Mobile Banking system. Any use of Bill Pay by you after a notice of change has been sent, will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Bill Pay, and/or related material and limit access to the Service's more recent revisions and updates.

Address Changes

You agree to promptly notify LAPFCU in writing of any address change.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must do so via Bill Pay. You understand that no further payments will be made once termination or discontinuation has occurred, and that any scheduled bill payments that have not yet been debited from your Bill Pay Account will be canceled.

Payee Limitations

Bill Pay reserves the right to refuse to pay any person or entity to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax, government entity and agency, DMV, collection agency, or court- related payments, or payments to foreign merchants with remittance addresses outside the United States.

Information Authorization

You agree that the Bill Pay service reserves the right to obtain financial information regarding your account from a Payee (merchant) or financial institution to resolve payment-posting problems.

Disputes

In the event of a dispute regarding Bill Pay, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement (along with the Electronic Services Disclosure and Agreement) is the complete and exclusive statement of the Agreement between you and the Service which supersedes any proposal or prior Agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what one of LAPFCU's employees says and the terms of this Agreement, the terms of this Agreement shall control.

Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with federal law and related regulations, and to the extent that there is no applicable federal law or regulation, by the laws of California without regard to that state's conflict of laws provisions. We reserve the right at any time to terminate your right to make transactions as we deem it necessary without prior notice to you.

Security of Online Systems

If you notice a security or privacy breach to our web site or your online activities as they relate to the Credit Union, you should immediately notify the Credit Union by calling 877-MY-LAPFCU (877-695-2732).