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ehccu-online banking and Related Online Services Agreement and Disclosure

In this Agreement and Disclosure, the words "I," "me," "my," "us" and "our" mean each and all of those who apply for and/or use ehccu-online banking and related online services as described in this Agreement and Disclosure. The words "you," "your," and "yours" mean Heritage Community Credit Union. My acceptance and use of the ehccu-Online Service(s) constitutes an agreement between you and me as described below.

At the present time, Heritage Community Credit Union participates in several types of services that may be accomplished by electronic transfer that are described in the "About Your Credit Union Accounts" disclosure which was provided to me at the time my account was opened with you. Disclosure information applicable to the ehccu-online banking, ehccupay-bill payment, and other related online services offered by you is given below, with specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account, Savings Account, Credit Plus credit line and any other applicable accounts, remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement and Disclosure.

ehccu-online banking:

I acknowledge electronic receipt of this ehccu-online banking Service Agreement and Disclosure and agree that I have read and will abide by the terms and conditions contained herein. I also agree that you do not have to provide me with an additional paper copy of this Agreement and Disclosure unless I specifically request a copy from you. I may request a copy by calling you at (916) 364-1700 or (800) 233-6328 or by writing you at: P.O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I may print a copy of this Agreement and Disclosure by using the print command on my browser.

Types of Transactions Available Through ehccu-online banking:

I understand that the ehccu-online banking is generally open, but not always accessible, 24 hours a day, 7 days a week. With my member number and my ehccu-online banking PIN (Personal Identification Number), I may perform the following transactions: balance inquiries, account and loan history inquiries, transfers from one of my credit union accounts to another within the same member number, loan payment transfers from one of my credit union accounts to my loan(s) under the same member number, advances from my Credit Plus credit line deposited into one of my credit union accounts under the same member number, order checks (provided no changes are made to my address), and download my account history files to import into Quicken or MS Money.



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Limits on Withdrawals/Transfers:

1. Transfers/payments will not be allowed if my HCCU loan is delinquent 30 days or more
2. Transfers to my HCCU first mortgage are not permitted
3. Additional payments/reductions on HCCU loans will be applied first to any outstanding fees and/or charges then to accrued interest and finally to the loan's principal balance. If I desire a "principal only" payment, I understand that the payment must be made in person or through the mail, and I must clearly instruct you to apply the payment to principal only

My Ability to Stop Payments:

Unless otherwise stated in this agreement, I may not stop payment on Electronic Funds Transactions. I understand that I may not use electronic access for purchases unless I am certain that I will not need to stop payment. The initiation by me of certain Electronic Funds Transactions from my account will, except as otherwise provided in this agreement, eliminate my ability to stop payment on the transactions.

Documentation of Transactions:

1. I will receive a confirmation screen that includes specific reference information for every transaction I make. I understand that I may print this reference information for my records
2. My monthly statement will show all electronic activity
3. Any documentation provided to me, which indicates that an Electronic Funds Transaction has been made, shall be evidence and proof that such a transaction was made

Business Days:

Your business days are Monday through Friday, except for holidays. I understand that you may "close your books" on the last business day of a calendar month (even though that day may not be the last actual day of the month) if the end of that month falls on a Saturday or Sunday. All ehccu-online banking transactions that are made after you "close your books" will be treated for dividend/interest calculation purposes as if they occurred on the first day of the next month and will be reported on the statement applicable to that next month. However, such transactions will be shown on my statement as having occurred on the actual calendar day that I made the transactions. If I must have a record of the date on which I make a loan payment for income tax reporting purposes, I understand that I may make the payment on or before the close of the last business day of December to make sure the payment will appear on my year-end statement.

ehccu-online banking Personal Identification Number (PIN) and Security:

I agree not to give or make available my ehccu-online banking Personal Identification Number (PIN) to any unauthorized individual. I am responsible for all transactions I, and my PIN, authorize through ehccu-online banking. If I permit other persons to use ehccu-online banking or my PIN, I am responsible for all transactions they authorize. If I believe that my PIN has been lost, stolen or compromised, or that someone may attempt to use ehccu-online banking without



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my consent or has transferred money from my account by accessing my account without my permission, I must notify you RIGHT AWAY by calling (916) 364-1700 or (800) 233-6328.

I also agree that Heritage Community CU may revoke my Online Services if unauthorized account access and/or transactions occur as the result of my negligence in the safeguarding of the PIN belonging to me or an authorized user. Further, I agree that, if Heritage Community CU is notified that I have included Heritage Community CU in filing a petition of bankruptcy, Heritage Community CU may revoke or refuse to grant me online access and service to my account(s).

Liability for Unauthorized Transactions:

I will be liable for unauthorized transactions and the use of my ehccu-online banking PIN to the extent allowed by applicable federal and state laws. I must tell you RIGHT AWAY if I believe my PIN has been lost, stolen or used without my permission. I understand that calling you is the best way of keeping my possible losses to a minimum, and I can call you at (916) 364-1700 or (800) 233-6328, or I can write to you at: P. O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I could lose all the money in my account plus my maximum overdraft line of credit. If I tell you within two (2) business days after discovering that my PIN has been lost, stolen or used without my permission, I can lose no more than \$50. If I fail to notify you within two (2) business days after I learn of the loss or theft of my PIN and you can prove that you could have prevented the unauthorized use of my PIN had I notified you in time, I can lose as much as \$500.

If my monthly statement or my online account detail reflects any transaction that I did not make, I must tell you at once. If I do not tell you within sixty (60) days after the FIRST statement which reflected the unauthorized transaction was sent to me, I may not recover any money I lost after the 60 days if you can prove that you could have prevented the loss had I notified you in time. If a good reason (such as a long trip or a hospital stay) prevented me from telling you, you may extend the period.

Fees:

Enrollment in, and use of, the ehccu-online banking is free of charge.

Amendments:

You may amend the terms and conditions of this Agreement and Disclosure at any time. You will give me at least thirty (30) days' notice before any amendment becomes effective if the amendment results in greater costs or liability to me or stricter limitations on the transactions I may make. However, if an immediate change in the terms and conditions of this Agreement and Disclosure is necessary for security reasons, you may amend the terms and conditions without such prior notice. In addition, you may, from time to time, revise or update the programs, services, and/or related material which may render all such prior versions obsolete.

Consequently, you reserve the right to terminate this Agreement and Disclosure as to all such



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prior versions of the programs, services and/or related material and limit access to the Service's more recent revisions and updates.

ehccupay-bill payment:

I acknowledge electronic receipt of this ehccupay-bill payment service Agreement and Disclosure and agree that I have read and will abide by the terms and conditions contained herein. I also agree that you do not have to provide me with an additional paper copy of this Agreement and Disclosure unless I specifically request a copy from you. I may request a copy by calling you at (916) 364-1700 or (800) 233-6328 or by writing you at: P.O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I may print a copy of this Agreement and Disclosure by using the print command on my browser.

Use of a Third-Party Bill Payment Service Provider:

I understand that Heritage Community CU has contracted with the FIS - Fidelity Information Systems to provide bill payment service to its members and that FIS will process bill payments and answer questions directly related to the bill payments I initiate. I also understand that Heritage Community CU, at its sole discretion, reserves the right to change ehccupay-bill payment Service Providers at any time, without prior notice to me.

Enrollment Request for ehccupay-bill payment:

I understand that Heritage Community CU reserves the right to refuse enrollment in ehccupay-bill payment to any member who does not meet the criteria established by Heritage Community CU and/or FIS.

Definitions:

Note: All references to the "Payment Service" and/or the "Service" reflect the ehccupay-bill payment offered by Heritage Community Credit Union.

- **Payee** means the vendor, biller, entity, or person to whom I wish to direct payment.
- **Payment Instructions** means the information provided by me to the Service for a payment to be made to a Payee.
- **Payment Account** means my share draft (checking) account, and in the case of non-sufficient funds, any applicable share account or credit line at Heritage Community CU from which bill payments may be made and/or such funds collected.
- **Business Day** means Monday through Friday, except for holidays.
- **Scheduled Payment Date** means the Business Day of my choice upon which my bill payment will be made and my Payment Account debited.
- **Cutoff Time** means 10:00 p.m. Central Standard Time on any Business Day and is the time I must transmit Payment Instructions to have payments considered as being entered on a particular day.



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By providing the Payment Service with the names and account information of those entities and/or persons to whom I wish to direct payment, I authorize the Service to follow the Payment Instructions that it receives from me or an authorized user through the ehccupay-bill payment Service. When the Service receives a Payment Instruction, I authorize it to debit my Payment Account and remit funds on my behalf as close to the Scheduled Payment Date designated by me as reasonably possible.

Payments can be processed in Three Different Ways:

Today: If I designate a bill payment as a "Today" transaction, the Scheduled Payment Date will be the next Business Day from the day I request the payment. I understand that I must have sufficient available funds in my Payment Account at the time I request the transaction. "Today" payments may not be cancelled for any reason once I have ended an ehccupay-bill payment session. I also understand that "transfer" transactions are immediately deducted from my Payment Account.

Future: If I designate a bill payment as a "future" transaction, I may request that the transaction be made on a future Scheduled Payment Date that I may designate up to 365 days in advance. The Scheduled Payment Date will be the date I enter or the next Business Day should the date I enter fall on a weekend or holiday. I understand that I must have sufficient available funds in my Payment Account by midnight of the Business Day before the Scheduled Payment Date even though the payment will be deducted from my account on the actual Scheduled Payment Date. Through ehccupay-bill payment I may cancel or change a "future" transaction not later than 10:00 p.m. of the Business Day before the Scheduled Payment Date.

Recurring: If I designate a bill payment as a "recurring" transaction, I may request that the transaction be made in the same amount, to the same merchant or account, on a specified regular, periodic basis (i.e. weekly, bi-weekly, monthly, etc.), and I will designate a "start" and "end" date. The Scheduled Payment Date will be the date I enter or the next Business Day should the date I enter fall on a weekend or holiday. I understand that I must have sufficient available funds in my Payment Account by midnight of the Business Day before the Scheduled Payment Date even though the payment will be deducted from my account on the actual Scheduled Payment Date. Through ehccupay-bill payment I may cancel or change a "recurring" transaction not later than 10:00 p.m. of the Business Day before the Scheduled Payment Date.

Bill Payments:

I understand that all payments I authorize through ehccupay-bill payment will be deducted from my Payment Account and all payments must be payable in U. S. Dollars. I understand that each Payee must appear on the Payee list I create through ehccupay-bill payment, the account I designate to be paid must be in my name, and I must allow sufficient time for the delivery of the payment to the Payee before the actual due date of my payment. I will assume full responsibility for all late fees, finance charges, and all other actions taken by a Payee.



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IMPORTANT: Generally, payments may take 5 to 10 Business Days to reach a Payee as payments are sent either electronically or by check. This means that the Scheduled Payment Dates I select must be 5 to 10 days before the actual due date of my payments. For example, if the actual due of my payment to a Payee falls on the tenth (10th) of a given month, the Scheduled Payment Date I select for that payment must fall between the first (1st) and fifth (5th) of that month.

Heritage Community CU is not liable for any service or late charges levied against me by a Payee. Heritage Community CU is responsible only for making payments upon my authorization and for sending or mailing payments to Payees I have designated. Heritage Community CU is not liable for any damages I incur if I do not have sufficient available funds in my Payment Account to make a payment on the Scheduled Payment Date, if the estimated time to allow for the delivery of the payment to a Payee is inaccurate due to delays in mail delivery or changes of merchant address or account number, if I have entered an incorrect account number, if a Payee has failed to account correctly for the payment in a timely manner, or for any other circumstances beyond the control of Heritage Community CU.

I will be notified in writing of any transaction the Service is unable to process because of insufficient available funds. In all cases, I am responsible for making alternate arrangements for such insufficient payments, and I understand that insufficient available funds will prevent me from making other payments until the insufficient funds condition has been resolved.

I authorize Heritage Community CU, or any third-party acting on behalf of Heritage Community CU, to choose the most effective method to process my payments. I understand that I will receive a transaction confirmation number for each properly instructed payment. In addition to all other limitations of liability set forth herein, Heritage Community CU shall not be liable for any failure to make a payment if I do not receive a confirmation number.

Heritage Community CU will use its best efforts to make all my payments properly. However, the Service reserves the right to refuse to pay any entity or person to whom I may direct payment; in such cases, the Service will notify me promptly. Heritage Community CU shall not incur liability if it is unable to complete any payments initiated by me through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of yours, my Payment Account does not contain sufficient available funds to complete the payment or transfer, or the transfer would exceed the credit limit of my overdraft account
2. The bill payment processing center is not working properly and I know or have been advised about the malfunction before I execute my transaction
3. The Payee mishandles or delays a payment sent through the Service
4. I have not provided the Service with the correct names, phone numbers, or account information of those entities or persons to whom I wish to direct payment
5. Circumstances beyond the control of Heritage Community CU's (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the



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transaction and Heritage Community CU has taken reasonable precautions to avoid such circumstances

6. I have attempted to pay tax or court related payments or payments outside the United States, which are prohibited under this Agreement and Disclosure
7. For other exceptions as set forth in this Agreement and Disclosure

Provided none of the foregoing exceptions to the Service performance obligations are applicable and provided I have complied with all the terms and conditions of this Agreement and Disclosure, if the Service causes an incorrect amount of funds to be deducted from my Payment Account to be directed to an entity or person who does not comply with my Payment Instructions, Heritage Community CU will be responsible for my losses.

Payment will be made to a Payee either electronically, via the Automated Clearing House (ACH), or by check. The method of payment depends on the processing method that can be accommodated by the Payee and/or FIS (e.g., some Payees are unable to accept electronic payments). Payments made through the Service will appear on my periodic statements.

Stopping or Modifying ehccupay-bill payment Authorized Payments:

Payments designated as "Today" transactions cannot be stopped, cancelled, or modified once my ehccupay-bill payment session has ended. Through ehccupay-bill payment, payments designated as "future" or "recurring" may be cancelled or modified not later than 10:00 p.m. of the Business Day before the applicable Scheduled Payment Date. Once a payment has been electronically deducted from my Payment Account, I understand that I may not stop, cancel, or modify the payment. In some cases, however, I may be able to stop a payment that has been deducted from my Payment Account by check-to do so, I must contact FIS's customer service at 1-800-823-7555 and I understand that I will be charged a fee for each such stop payment (see current Schedule of Fees and Charges for the amount of the fee).

Prohibited Payments:

The following payments are not allowed through ehccupay-bill payment:

1. Tax Payments
2. Court Ordered Payments
3. Payments to Payees outside the United States or its possessions/territories
4. Other categories of Payees that HCCU may establish from time to time
5. Additionally, no payments will be permitted on my account if my HCCU loan is delinquent more than 30 days

ehccupay-bill payment User ID Number, Personal Identification Numbers (PIN), and Security:

I agree not to give or make available my ehccupay-bill payment User ID Number and/or PIN to any unauthorized individual. I am responsible for all bill payments I, and my PIN, authorize using the Service. If I permit other persons to use the Service or my User ID Number and/or PIN,



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I am responsible for all transactions they authorize. If I believe that my User ID Number and/or my PIN has been lost, stolen or compromised, or that someone may attempt to use the Service without my consent or has transferred money from my account by accessing my account without my permission, I must notify you RIGHT AWAY by calling (916) 364-1700 or (800) 233-6328.

I also agree that Heritage Community CU may revoke my Online Services if unauthorized account access and/or transactions occur as the result of my negligence in the safeguarding of the User ID Number and PIN belonging to me or an authorized user. Further, I agree that, if Heritage Community CU is notified that I have included Heritage Community CU in filing a petition for bankruptcy, Heritage Community CU may revoke or refuse to grant me online access and service to my account(s).

Liability for Unauthorized Transactions:

I will be liable for unauthorized transactions and for use of my ehccupay-bill payment User ID Number and PIN to the extent allowed by applicable federal and state laws. I must tell you RIGHT AWAY if I believe my User ID Number and/or PIN has been lost, stolen, compromised or used without my permission. I understand that calling you is the best way of keeping my possible losses to a minimum, and I can call you at (916) 364-1700 or (800) 233-6328, or I can write to you at: P.O. Box 790, Rancho Cordova, CA 95741-0790. I understand that I could lose all the money in my account plus my maximum overdraft line of credit. If I tell you within two (2) Business Days after discovering that my User ID Number and/or PIN has been lost, stolen, compromised, or used with my permission, I can lose no more than \$50. If I fail to notify you within two (2) Business Days after I learn of the loss, theft, or unauthorized use and you can prove that you could have prevented the unauthorized use of my User ID Number and/or PIN had I notified you in time, I can lose as much as \$500.

If my monthly statement or my online account detail reflects any transaction or payment that I did not make, I must tell you at once. If I do not tell you within sixty (60) days after the FIRST statement which reflected the unauthorized transfer(s) or payment(s) was sent to me, I may not recover any money I lost after the 60 days if you can prove that you could have prevented the loss had I notified you in time. If a good reason (such as a long trip or a hospital stay) prevented me from telling you, you may extend the period.

Fees:

Enrollment in, and use of, the ehccupay-bill payment is **free of charge**. However, a monthly "inactivity fee" will be deducted from my share draft (checking) account after two (2) months' of Bill Payment **inactivity** (see current Schedule of Fees and Charges for the amount of this fee). Also, all other fees associated with my account(s) will continue to apply. Heritage Community Credit Union is under no obligation to pay a Bill Payment transaction which exceeds the available funds in my account. You may, however, pay such a Bill Payment transaction and recover or obtain from me a refund of the amount of the resulting overdraft plus a service charge (see current Schedule of Fees and Charges for the amount of the service charge). I also understand that FIS will charge a \$17 fee for each Bill Payment transaction presented against



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insufficient funds. In addition, I am also responsible for any and all telephone access fees or Internet service fees that may be assessed by my Internet provider.

Amendments:

You may amend the terms and conditions of this Agreement and Disclosure at any time. You will give me at least thirty (30) days' notice before any amendment becomes effective if the amendment results in greater costs or liability to me or stricter limitations on the transfers I may make. However, if an immediate change in the terms and conditions of this Agreement and Disclosure is necessary for security reasons, you may amend the terms and conditions without such prior notice. In addition, you may, from time to time, revise or update the programs, services, and/or related material which may render all such prior versions obsolete.

Consequently, you reserve the right to terminate this Agreement and Disclosure as to all such prior versions of the bill payment programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

FinanceWorks & Purchase Rewards Offers:

In addition to the above content, if you decide to use either FinanceWorks or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

License Grant and Restrictions: You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks (the "Service") solely to manage your financial data, and the Purchase Rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise



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disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

Ownership: The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

Your Information and Account Data With Us: You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to



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metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

Your Information and Account Data with Other Financial Institutions: Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

Use, Storage and Access: We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve



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the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Third Party Services: In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

Third Party Websites: The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Export Restrictions: You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

Purchase Rewards Offers. If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.



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Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment,



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interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.

- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Additional Disclosures Applicable to ehccu-online banking, ehccupay-bill payment, and other online services:

Termination or Discontinuation of ehccu-online banking or ehccupay-bill payment:

In the event I wish to discontinue the Service(s), I must contact Heritage Community CU not later than ten (10) days prior to the actual service discontinuation date. I must request the service discontinuation in writing, via mail or fax, or by email in the "Contact Us" section of the Service. Heritage Community CU may terminate the use of the Service(s) to any individual at any time without advance notice. Neither termination nor discontinuation shall affect my liability or obligation under this Agreement and Disclosure.

Links to Other Sites:

I understand that links to other non-Heritage Community CU websites are provided solely for informational purposes on topics that may be useful to me and that Heritage Community CU has no control over the content of these other websites. Heritage Community CU makes no endorsements or warranties, either expressed or implied, concerning the content of such websites, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose.

In Case of Errors or Questions regarding Electronic Transactions:

In case of errors or questions about my electronic transactions, I will contact you as soon as I can at the telephone number or address listed below. When I contact you, I will tell you my name, account number, describe the error or information I need and explain why I believe it is an error or why I need more information, tell you the dollar amount of the transaction, the date it occurred, and provide you with the confirmation number of the transaction.

If I think that my statement is wrong or if I need more information about a transaction listed on my statement, I must notify you not later than sixty (60) days after the FIRST statement which reflected the problem or error was sent to me. If I notify you in person or by telephone, you may require that I send my request or complaint to you in writing within ten (10) business days after providing my verbal notification. You will tell me the results of your investigation within ten (10) business days after you hear from me, and you will correct any error promptly. If you require more time, however, you may take up to forty-five (45) days to investigate my request or



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complaint. (For errors involving new accounts, you may take up to ninety (90) days to investigate my complaint or question.) If you do require more time, you will provisionally credit my account within ten (10) business days (or twenty (20) business days for new accounts) for the amount I think is in error, so that I may have use of the funds during the time it takes you to complete your investigation. If you ask me to put my request or complaint in writing and you do not receive it within ten (10) business days, you may not credit my account. You will tell me the results of your investigation within three (3) business days after completing your investigation. If you decide there was no error, you will mail a written explanation to me, and I understand that I may ask for copies of the documents you used in your investigation. If you find that an error did not occur, you may revoke any provisional credit that was provided to me.

How to Contact You:

In case of errors and questions about my electronic transactions or payments, I may call you at (916) 364-1700 or (800) 233-6328, or I may write to you at:

Heritage Community Credit Union
Attn: Member Services
P. O. Box 790
Rancho Cordova, CA 95741-0790

Address or Banking Changes:

I agree to promptly notify Heritage Community CU of any changes in my current address and telephone number(s) or any change in my Payment Account or banking status.

Disclosure of Account Information to Third Parties:

Heritage Community Credit Union's general policy is to treat account information as confidential. However, you will disclose information to third parties about my account or the transactions I make ONLY in the following situations:

1. Where it is necessary for completing transactions
2. In order to verify the existence and condition of my account to a third party such as a credit bureau or merchant
3. In order to comply with a government agency, court order, or other legal process
4. If I give you my prior written

Information Authorization:

To resolve payment posting problems, I agree that you reserve the right to obtain financial information regarding my account(s) from merchants or other financial institutions.



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Disputes:

You and I agree to resolve all disputes regarding the Service(s) by looking to this Agreement and Disclosure. I agree that this Agreement and Disclosure is the complete and exclusive statement of the agreement between you and me which supersedes any proposal or prior agreement, oral or written, and any other communication between you and me relating to any term or condition of this Agreement and Disclosure. The terms of this Agreement and Disclosure shall control any conflict arising between you, me and any employee of the Service(s).

Assignment and Waiver:

I understand that I may not assign this Agreement to any other party. You may assign this Agreement to any future (directly or indirectly) affiliated company and may assign or delegate certain of your rights and responsibilities under this Agreement to independent contractors or other third parties. You shall not be deemed to have waived any of your rights or remedies hereunder unless such waiver is in writing and signed by you. No delay or omission on your part 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.

Governing Law and Venue:

I understand and agree that this Agreement and Disclosure shall be governed by and construed in accordance with the laws of the State of California to the extent that California law is not inconsistent with controlling federal law. I also agree that California's choice of law rules shall not be applied if that would result in the application of non-California law. I agree that the proper venue for all actions, arbitrations, and lawsuits that may arise from my use of the Service(s) shall be federal or state courts and/or arbitrators located in Sacramento County, California.

I have read the Electronic Funds Transfer Disclosure displayed and agree to the terms and conditions

Accept

Reject
