



Banner Federal Credit Union

VIRTUAL BRANCH DISCLOSURE

Online Account Access Disclosure

THIS AGREEMENT ESTABLISHES THE RULES THAT COVER YOUR ELECTRONIC ACCESS TO YOUR ACCOUNT(S) AT BANNER FEDERAL CREDIT UNION (“CREDIT UNION”) THROUGH THE VIRTUAL BRANCH SYSTEM. YOU WILL BE BOUND BY THIS AGREEMENT WHEN YOU ENROLL IN VIRTUAL BRANCH. YOU ALSO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT BY USING THE VIRTUAL BRANCH. PLEASE READ IT CAREFULLY AND RETAIN FOR YOUR RECORDS.

THIS AGREEMENT IS ALSO SUBJECT TO APPLICABLE FEDERAL LAWS AND THE LAWS OF THE STATE OF ARIZONA (EXCEPT TO THE EXTENT THIS AGREEMENT CAN AND DOES VARY FROM SUCH RULES OR LAWS). IF ANY PROVISIONS OF THIS AGREEMENT ARE FOUND UNENFORCEABLE OR INVALID, ALL REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE AND EFFECT. THE HEADINGS IN THE AGREEMENT ARE FOR CONVENIENCE OR REFERENCE ONLY AND WILL NOT GOVERN THE INTERPRETATION OF THE PROVISIONS. ANY WAIVER (EXPRESS OR IMPLIED) BY EITHER PARTY OR ANY DEFAULT OR BREACH OF THIS AGREEMENT MUST BE IN WRITING AND SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER OR SUBSEQUENT DEFAULT OR BREACH. YOU MAY NOT ASSIGN THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON YOUR HEIRS AND THE CREDIT UNION’S SUCCESSORS AND ASSIGNS. CERTAIN OF THE OBLIGATIONS OF THE PARTIES PURSUANT TO THIS AGREEMENT THAT BY THEIR NATURE WOULD CONTINUE BEYOND THE TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT SHALL SURVIVE TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT. THIS AGREEMENT, TOGETHER WITH THE MEMBERSHIP AND ACCOUNT AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND THE CREDIT UNION WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THERE IS NO UNDERSTANDING OR AGREEMENTS RELATIVE HERETO WHICH ARE NOT FULLY EXPRESSED HEREIN.

THE WORDS “YOU”, “YOUR”, AND “YOURS” REFER TO THE BANNER FEDERAL CREDIT UNION MEMBER(S) JOINTLY AND SEVERALLY. THE WORDS

“WE”, “US”, “OUR”, “BFCU” AND “CREDIT UNION” REFER TO BANNER FEDERAL CREDIT UNION. THIS AGREEMENT AND DISCLOSURE STATEMENT

(HEREINAFTER “AGREEMENT”) EXPLAINS AND DESCRIBES THE TYPES OF ELECTRONIC FUNDS TRANSFERS WHICH ARE AVAILABLE TO YOU WITH OUR VIRTUAL BRANCH SYSTEM. THIS AGREEMENT ALSO CONTAINS YOUR RIGHTS AND RESPONSIBILITIES CONCERNING TRANSACTIONS THAT YOU MAKE THROUGH THE VIRTUAL BRANCH, INCLUDING YOUR RIGHTS UNDER THE ELECTRONIC FUNDS TRANSFER ACT. TO QUALIFY FOR ACCESS TO THE VIRTUAL BRANCH, YOU MUST BE A CREDIT UNION MEMBER IN GOOD STANDING. THE VIRTUAL BRANCH MAY NOT BE ACCESSIBLE TO BUSINESS AND ORGANIZATIONAL ACCOUNTS. OTHER CONDITIONS MAY APPLY.

Enrolling for Virtual Branch

THE MEMBER ACCOUNT NUMBER AND THE LAST FOUR DIGITS OF THE SOCIAL SECURITY NUMBER ARE REQUIRED FOR INITIAL ENROLLMENT TO VIRTUAL BRANCH.

USERS WILL CREATE A LOGON ID AND SECURITY CODE.

LOGON IDS CAN BE BETWEEN 6 AND 50 ALPHA NUMERIC CHARACTERS.



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SECURITY CODES CAN BE BETWEEN 8 AND 16 ALPHA NUMERIC CHARACTERS. A MINIMUM OF 2 NUMERIC AND 2 ALPHA CHARACTERS IS REQUIRED. YOU ACCEPT RESPONSIBILITY FOR PERIODICALLY CHANGING YOUR LOGON ID AND PROTECTING THE INTEGRITY OF THE LOGON ID TO PROTECT UNAUTHORIZED TRANSACTIONS AND ACCOUNT ACCESS.

GRANTING ACCESS TO YOUR ACCOUNT VIA VIRTUAL BRANCH TO ANY NON-OWNER WILL MAKE YOU FINANCIALLY LIABLE FOR ALL LOSSES OR MISUSE OF YOUR ACCOUNT(S).

Virtual Branch

YOU MAY REACH THE VIRTUAL BRANCH AT <http://www.bannerfcu.org> YOU CAN USE VIRTUAL BRANCH 7 DAYS A WEEK, 24 HOURS A DAY, 365 DAYS A YEAR, ALTHOUGH SOME OR ALL OF THE VIRTUAL BRANCH SERVICES MAY NOT BE AVAILABLE OCCASIONALLY DUE TO EMERGENCY OR SCHEDULED SYSTEM MAINTENANCE. THE USE OF YOUR LOGON ID IS REQUIRED TO ACCESS VIRTUAL BRANCH. YOU CAN PERFORM THE FOLLOWING TRANSACTIONS ON ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

OBTAIN BALANCES AND OTHER ACCOUNT INFORMATION ON SHARE/SAVINGS AND DRAFT/CHECKING ACCOUNTS IN ADDITION TO SHARE CERTIFICATES, IRAS, AND LOANS. VIRTUAL BRANCH MAY NOT SUPPORT INFORMATION REGARDING VISA® CREDIT CARD ACCOUNTS. MAKE TRANSFERS BETWEEN SHARE/SAVINGS, DRAFT/CHECKING, AND LOAN ACCOUNTS. REVIEW 24 MONTHS OF SHARE/SAVINGS HISTORY, DRAFT/CHECKING HISTORY, CERTIFICATE HISTORY, AND LOAN HISTORY. MAKE TRANSFERS FROM YOUR SHARE ACCOUNTS TO OTHER SHARE ACCOUNTS THAT YOU SHARE AN ASSOCIATION. YOU MUST CONTACT THE CREDIT UNION FOR APPROVAL.

Limitations on Transfers

FEDERAL REGULATIONS LIMIT TRANSFERS FOR SHARE/SAVINGS ACCOUNTS AND MONEY MARKET ACCOUNTS, IF APPLICABLE. DURING ANY STATEMENT PERIOD, YOU MAY NOT MAKE MORE THAN SIX WITHDRAWALS OR TRANSFERS TO ANOTHER CREDIT UNION ACCOUNT OF YOURS OR TO A THIRD PARTY BY MEANS OF A PRE-AUTHORIZED OR AUTOMATIC TRANSFER. THIS INCLUDES TRANSFERS BY PHONE, FAX, WIRE AND CABLE, AUDIO RESPONSE, OVERDRAFT TRANSFERS TO CHECKING AND INTERNET INSTRUCTION. NO MORE THAN THREE OF THE SIX TRANSFERS MAY BE MADE BY CHECK, DRAFT OR DEBIT CARD, OR SIMILAR ORDER TO A THIRD PARTY. A PRE-AUTHORIZED TRANSFER INCLUDES ANY ARRANGEMENT WITH US TO PAY A THIRD PARTY FROM YOUR ACCOUNT UPON ORAL OR WRITTEN ORDERS INCLUDING ORDERS RECEIVED THROUGH THE AUTOMATED CLEARINGHOUSE (ACH). IF YOU EXCEED THE TRANSFER LIMITATIONS SET FORTH ABOVE IN ANY STATEMENT PERIOD, THE TRANSFER MAY NOT BE COMPLETED, YOUR REGULAR SHARE ACCOUNT AND DRAFT ACCOUNT MAY BE SUBJECT TO A FEE, ACCOUNT CLOSURE, OR SUSPENSION OR WE MAY REVOKE YOUR ACCESS TO VIRTUAL BRANCH. WE WILL NOT BE REQUIRED TO COMPLETE A WITHDRAWAL OR TRANSFER FROM YOUR ACCOUNT(S) IF YOU DO NOT HAVE ENOUGH MONEY IN THE DESIGNATED ACCOUNT(S) TO COVER THE TRANSACTION; HOWEVER, WE MAY COMPLETE THE TRANSACTION. YOU AGREE NOT TO USE VIRTUAL BRANCH TO INITIATE A TRANSACTION THAT WOULD CAUSE THE BALANCE IN YOUR DESIGNATED ACCOUNT(S) TO GO BELOW ZERO. IF YOU HAVE A LINE-OF-CREDIT, YOU AGREE NOT TO USE VIRTUAL BRANCH TO INITIATE A TRANSACTION THAT WOULD CAUSE THE OUTSTANDING BALANCE OF YOUR LINE-OF CREDIT TO GO ABOVE YOUR CREDIT LIMIT. WE WILL NOT BE REQUIRED TO COMPLETE SUCH A TRANSACTION, BUT IF WE DO, YOU AGREE TO PAY US THE EXCESS AMOUNT OR IMPROPERLY WITHDRAWN AMOUNT OR TRANSFERRED AMOUNT IMMEDIATELY UPON OUR REQUEST. WE ALSO WILL REFUSE TO COMPLETE YOUR VIRTUAL BRANCH TRANSACTIONS IF WE HAVE CANCELED YOUR VIRTUAL BRANCH ACCESS, OR WE CANNOT COMPLETE THE TRANSACTION FOR SECURITY REASONS. THE FUNCTIONS AND LIMITATIONS OF VIRTUAL BRANCH



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MAY BE UPDATED, WITHOUT NOTICE, AT THE OPTION OF THE CREDIT UNION IN ORDER TO PROVIDE IMPROVED SERVICE TO THE MEMBERSHIP.

Fees for Virtual Branch

CURRENTLY THERE IS NO MONTHLY SERVICE FEE FOR USING VIRTUAL BRANCH; HOWEVER, WE MAY IMPLEMENT A FEE AS REQUIRED BY APPLICABLE FEDERAL AND/OR STATE REGULATIONS AND IN SUCH CASE, WE WILL NOTIFY YOU AS SOON AS PRACTICABLE. IF AT THAT TIME, YOU CHOOSE TO DISCONTINUE USING VIRTUAL BRANCH, YOU MUST NOTIFY US IN WRITING.

Account Statements

YOUR PERIODIC STATEMENT WILL IDENTIFY EACH ELECTRONIC TRANSACTION. YOU WILL RECEIVE A MONTHLY ACCOUNT STATEMENT FOR EACH MONTH IN WHICH YOU INITIATE ELECTRONIC TRANSACTIONS.

In Case of Errors or Questions about Your Electronic Transfers

IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSFERS, TELEPHONE US AT THE NUMBER BELOW, E-MAIL US AT INFORM@BANNERFCU.ORG , OR SEND US A WRITTEN NOTICE TO THE ADDRESS BELOW AS SOON AS POSSIBLE. **WE MUST HEAR FROM YOU NO LATER THAN SIXTY (60) DAYS AFTER WE SENT THE FIRST STATEMENT ON WHICH THE PROBLEM APPEARS.**

800-467-6633

BANNER FEDERAL CREDIT UNION

ATTENTION: VIRTUAL BRANCH

2702 N 3RD STREET SUITE 4010 PHOENIX AZ 85004

TELL US YOUR NAME AND DESCRIBE THE ERROR OR THE ELECTRONIC TRANSACTION YOU ARE UNSURE ABOUT, AND EXPLAIN AS CLEARLY AS YOU CAN WHY YOU BELIEVE IT IS AN ERROR, OR WHY YOU NEED MORE INFORMATION.

TELL US THE DOLLAR AMOUNT OF THE SUSPECTED ERROR. IF YOU TELL US ORALLY, WE MAY REQUIRE THAT YOU SEND US YOUR COMPLAINT OR QUESTION IN WRITING WITHIN 10 BUSINESS DAYS. WE WILL NOTIFY YOU WITH THE RESULTS OF OUR INVESTIGATION WITHIN 10 BUSINESS DAYS (20 BUSINESS DAYS IF YOUR COMPLAINT OR QUESTION INVOLVES A TRANSACTION TO OR FROM AN ACCOUNT WITHIN 30 DAYS AFTER THE FIRST DEPOSIT TO THE ACCOUNT WAS MADE) AFTER WE HEAR FROM YOU. WE WILL CORRECT ANY ERROR PROMPTLY. IF WE NEED MORE TIME, WE MAY TAKE UP TO 45 DAYS (90 DAYS IF YOUR COMPLAINT OR QUESTION INVOLVES A TRANSACTION TO OR FROM AN ACCOUNT WITHIN 30 DAYS AFTER THE FIRST DEPOSIT TO THE ACCOUNT WAS MADE) TO INVESTIGATE YOUR COMPLAINT OR QUESTION. IF WE DECIDE TO DO THIS, WE WILL CREDIT YOUR ACCOUNT WITHIN 10 BUSINESS DAYS (20 DAYS IF THE COMPLAINT OR ERROR INVOLVES A TRANSACTION TO OR FROM AN ACCOUNT WITHIN 30 DAYS AFTER THE FIRST DEPOSIT TO THE ACCOUNT WAS MADE) FOR THE AMOUNT YOU THINK IS IN ERROR SO THAT YOU WILL HAVE THE USE OF THE MONEY DURING THE TIME IT TAKES US TO COMPLETE OUR INVESTIGATION. IF WE ASK YOU TO PUT YOUR COMPLAINT OR QUESTIONS IN WRITING AND WE DO NOT RECEIVE IT WITHIN 10 BUSINESS DAYS, WE MAY NOT CREDIT YOUR ACCOUNT. IF WE DECIDE THAT THERE WAS NO ERROR, WE



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WILL SEND YOU A WRITTEN EXPLANATION WITHIN 3 BUSINESS DAYS AFTER WE FINISH OUR INVESTIGATION. YOU MAY REQUEST COPIES OF THE DOCUMENTS WE USED IN OUR INVESTIGATION.

Liability for Unauthorized Transactions

YOU WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ACCOUNTS VIA VIRTUAL BRANCH TO THE EXTENT ALLOWED BY APPLICABLE FEDERAL AND STATE LAW. YOU MUST TELL US AT ONCE IF YOU BELIEVE YOUR MEMBER NUMBER, OR LOGON ID, OR ANY RECORD THEREOF, HAS BEEN LOST OR STOLEN, OR IF ANY OF YOUR ACCOUNTS HAVE BEEN ACCESSED WITHOUT YOUR AUTHORITY. YOU MAY TELEPHONE US AT 602-254-5291, E-MAIL US AT inform@bannerfcu.org, OR MAIL TO **BANNER FEDERAL CREDIT UNION ATTENTION: VIRTUAL BRANCH 2702 N 3RD STREET SUITE 4010, PHOENIX AZ 85004** TELEPHONING IS THE BEST WAY OF MINIMIZING YOUR LIABILITY. YOU COULD LOSE ALL THE MONEY IN YOUR ACCOUNTS, PLUS YOUR MAXIMUM OVERDRAFT LINE-OF-CREDIT. IF YOU TELL US WITHIN TWO (2) BUSINESS DAYS OF THE LOSS, THEFT, OR UNAUTHORIZED ACCESS, YOU CAN LOSE NO MORE THAN \$50 IF SOMEONE ACCESSED YOUR ACCOUNT WITHOUT YOUR PERMISSION. IF YOU DO NOT TELL US WITHIN TWO (2) BUSINESS DAYS AFTER YOU LEARN OF THE LOSS, THEFT OR UNAUTHORIZED ACCESS, AND WE CAN PROVE WE COULD HAVE STOPPED SOMEONE FROM ACCESSING YOUR ACCOUNT WITHOUT PERMISSION IF YOU HAD NOTIFIED US, YOU COULD LOSE AS MUCH AS \$500.

FURTHER, IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE, YOU MUST TELL US AT ONCE. IF YOU DO NOT TELL US WITHIN 60 DAYS AFTER THE STATEMENT WAS MAILED TO YOU, YOU MAY NOT RECEIVE ANY MONEY YOU LOST AFTER THE 60 DAYS IF WE CAN PROVE THAT WE COULD HAVE STOPPED SOMEONE FROM TAKING THE MONEY IF YOU HAD NOTIFIED US IN TIME. IF A GOOD REASON (SUCH AS A LONG TRIP OR A HOSPITAL STAY) KEPT YOU FROM TELLING US, WE WILL EXTEND THE TIME PERIODS.

Transactions that are Not Completed

IF WE FAIL TO COMPLETE A TRANSFER TO OR FROM YOUR DESIGNATED ACCOUNT(S) ON TIME AND IN THE CORRECT AMOUNT, AND WE HAVE AGREED TO PERFORM SUCH TRANSFER(S) (WITH CERTAIN EXCEPTIONS), WE MAY BE LIABLE FOR YOUR LOSSES OR DAMAGES. SECTION 3 OF THIS AGREEMENT LISTS A NUMBER OF SITUATIONS IN WHICH WE DO NOT AGREE TO COMPLETE WITHDRAWALS OR TRANSFERS. WE ALSO WILL NOT BE LIABLE:

- IF WE HAVE TERMINATED THIS AGREEMENT.
- IF THROUGH NO FAULT OF OURS, YOU DO NOT HAVE ENOUGH MONEY IN YOUR ACCOUNT(S) TO MAKE THE TRANSFER.
- A LEGAL ORDER DIRECTS US TO PROHIBIT WITHDRAWALS FROM THE ACCOUNT(S).
- THE FUNDS IN YOUR DESIGNATED ACCOUNT(S) ARE SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCE RESTRICTING THE TRANSACTION. IF CIRCUMSTANCES BEYOND OUR CONTROL (SUCH AS FIRE OR FLOOD) PREVENT THE TRANSACTION FROM BEING COMPLETED DESPITE REASONABLE PRECAUTIONS WE HAVE TAKEN.
- YOU HAVE REPORTED AN UNAUTHORIZED USE OF YOUR MEMBER NUMBER AND PASSWORD, REPORTED IT AS STOLEN, OR REQUESTED THAT WE ISSUE A NEW PASSWORD, AND WE HAVE AS A RESULT REFUSED TO HONOR THE ORIGINAL PASSWORD.
- IF YOUR ACCOUNT IS CLOSED, FROZEN, OR FUNDS ARE UNCOLLECTED.
- IF YOU, OR ANYONE AUTHORIZED BY YOU, COMMITS ANY FRAUD OR VIOLATES ANY LAW OR REGULATION.



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- IF THE TRANSFER WOULD CAUSE YOUR BALANCE TO BECOME NEGATIVE OR EXCEED THE CREDIT LIMIT OF AN ESTABLISHED LINE OF CREDIT LOAN. IF ANY PART OF VIRTUAL BRANCH IS NOT WORKING PROPERLY AND YOU KNEW ABOUT THE PROBLEM WHEN YOU STARTED THE TRANSACTIONS. IF OTHER EXCEPTIONS ARE INTRODUCED AS PROVIDED BY APPLICABLE LAW.

Information about your Designated Accounts

YOU AUTHORIZE US TO OBTAIN ANY INFORMATION DEEMED NECESSARY TO PROCESS YOUR REQUEST FOR ACCESS TO VIRTUAL BRANCH.

ADDITIONALLY, YOU AGREE THAT WE WILL DISCLOSE INFORMATION TO THIRD PARTIES ABOUT YOUR DESIGNATED ACCOUNT(S) OR THE TRANSACTIONS YOU MAKE:

WHERE IT IS NECESSARY FOR COMPLETING OR DOCUMENTING TRANSACTIONS OR RESOLVING ERRORS INVOLVING TRANSACTIONS. IN ORDER TO VERIFY THE EXISTENCE AND CONDITION OF YOUR DESIGNATED ACCOUNT(S). IN ORDER TO COMPLY WITH ORDERS OR SUBPOENAS OF GOVERNMENT AGENCIES OR COURTS. IF YOU GIVE US WRITTEN PERMISSION.

Our Business Days

OUR BUSINESS DAYS ARE MONDAY THROUGH FRIDAY, OTHER THAN LEGAL BANKING HOLIDAYS.

Pre-Authorized Payments

YOU MAY NOT USE VIRTUAL BRANCH TO ENTER INTO PRE-AUTHORIZED PAYMENT ARRANGEMENTS.

Our Rules and Regulations and Other Agreements

YOUR DESIGNATED ACCOUNT(S) MAY ALSO BE GOVERNED BY OTHER AGREEMENTS BETWEEN YOU AND US. THE TERMS AND CONDITIONS OF THE DEPOSIT AGREEMENTS AND DISCLOSURES FOR EACH OF YOUR CREDIT UNION ACCOUNT(S) AS WELL AS YOUR OTHER AGREEMENTS WITH THE CREDIT UNION SUCH AS LOANS CONTINUE TO APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT.

Evidence

IF WE GO TO COURT FOR ANY REASON, WE CAN USE A COPY, MICROFILM, MICROFICHE, OR PHOTOGRAPH OF ANY DOCUMENT OR PERSON TO PROVE WHAT YOU OWE OR THAT A TRANSACTION HAS TAKEN PLACE AND THE COPY, MICROFILM, MICROFICHE, OR PHOTOGRAPH WILL HAVE THE SAME VALIDITY AS THE ORIGINAL.

Terminating this Agreement

YOU CAN TERMINATE THIS AGREEMENT AT ANY TIME BY NOTIFYING US IN WRITING AND BY DISCONTINUING THE USE OF YOUR LOGON ID. WE CAN ALSO TERMINATE THIS AGREEMENT AND REVOKE ACCESS TO VIRTUAL BRANCH AT ANY TIME. WHETHER YOU TERMINATE THE AGREEMENT OR WE TERMINATE THE AGREEMENT, THE TERMINATION WILL NOT AFFECT YOUR OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF WE ALLOW ANY TRANSACTION TO BE COMPLETED WITH YOUR LOGON ID AFTER THIS AGREEMENT HAS BEEN TERMINATED.



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Changing this Agreement

WE MAY CHANGE ANY TERM OF THE AGREEMENT AT ANY TIME. IF THE CHANGE RESULTS IN INCREASED FEES FOR ANY SERVICES, INCREASED LIABILITY FOR YOU, FEWER TYPES OF AVAILABLE ELECTRONIC FUND TRANSFERS, OR STRICTER LIMITATIONS ON THE FREQUENCY OR DOLLAR AMOUNT OF TRANSFERS, WE AGREE TO GIVE YOU NOTICE OF AT LEAST 21 DAYS BEFORE THE EFFECTIVE DATE OF ANY SUCH CHANGE, UNLESS ANY IMMEDIATE CHANGE IS NECESSARY TO MAINTAIN THE SECURITY OF AN ACCOUNT, OR OUR ELECTRONIC FUND TRANSFER SYSTEM, OR FOR ANY SECURITY REASONS. WE WILL POST ANY REQUIRED NOTICE OF CHANGE IN TERMS IN THE QUARTERLY NEWSLETTER, ON OUR WEB SITE, PERSONAL E-MAIL, OR POSTAL MAIL. IF ADVANCE NOTICE OF THE CHANGE IS NOT REQUIRED, AND DISCLOSURE DOES NOT JEOPARDIZE THE SECURITY OF THE ACCOUNT OR OUR ELECTRONIC FUND TRANSFER SYSTEM, WE WILL NOTIFY YOU OF THE CHANGE IN TERMS WITHIN 30 DAYS AFTER THE CHANGE BECOMES EFFECTIVE. YOUR CONTINUED USE OF ANY OR ALL OF THE SUBJECT SYSTEM SERVICES INDICATES YOUR ACCEPTANCE OF THE CHANGE IN TERMS. WE RESERVE THE RIGHT TO WAIVE, REDUCE, OR REVERSE CHARGES OR FEES IN INDIVIDUAL SITUATIONS. YOU ACKNOWLEDGE AND AGREE THAT THE APPLICABLE DEPOSIT AGREEMENTS AND DISCLOSURES GOVERN CHANGES TO FEES APPLICABLE TO SPECIFIC ACCOUNTS.

Notices

ALL NOTICES FROM US WILL BE EFFECTIVE WHEN WE HAVE MAILED THEM OR DELIVERED THEM TO THE LAST KNOWN ADDRESS IN THE CREDIT UNION'S RECORDS. NOTICES FROM YOU WILL GENERALLY BE EFFECTIVE ONCE WE RECEIVE THEM AT BANNER FEDERAL CREDIT UNION, **ATTENTION: VIRTUAL BRANCH 2702 N. 3RD STREET SUITE 4010, PHOENIX, AZ 85004**. NOTICES UNDER SECTION 6 WILL BE EFFECTIVE ONCE YOU HAVE DONE WHATEVER IS REASONABLY NECESSARY TO GIVE US THE INFORMATION WE NEED, SUCH AS BY TELEPHONING US.

Collection Expense

IF WE EVER HAVE TO FILE A LAWSUIT TO COLLECT WHAT YOU OWE US, YOU WILL PAY OUR REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES.

Governing Law

THIS AGREEMENT IS GOVERNED BY THE BYLAWS OF THE CREDIT UNION, FEDERAL LAWS AND REGULATIONS, AND THE LAWS AND REGULATIONS OF THE STATE OF ARIZONA. ANY DISPUTES REGARDING THIS AGREEMENT SHALL BE SUBJECT TO THE JURISDICTION OF THE COURT OF THE COUNTY IN WHICH THE CREDIT UNION IS LOCATED.

E-statements User Agreement

BY CONTINUING OR BY USING THE SERVICE, YOU ACCEPT THE TERMS OF THIS AGREEMENT, AND AUTHORIZE BANNER FEDERAL CREDIT UNION ("CREDIT UNION" OR "US" OR "WE") TO PROVIDE FINANCIAL STATEMENTS TO YOU ELECTRONICALLY (ALSO REFERRED TO AS THE "SERVICE") UNDER THE FOLLOWING TERMS AND CONDITIONS:

- YOU WILL GIVE US AN EMAIL ADDRESS TO SEND ELECTRONIC STATEMENTS AND RELATED NOTIFICATIONS TO YOU INCLUDING YOUR LOAN ACCOUNTS. YOU WILL TELL US IF YOUR EMAIL ADDRESS CHANGES. IF YOU GIVE US AN EMAIL ADDRESS TO YOUR WORKPLACE, YOU UNDERSTAND THAT YOU LOSE ALL EXPECTATIONS THAT THE INFORMATION WE EMAIL TO YOU WILL BE KEPT PRIVATE. YOU AGREE TO MAINTAIN YOUR COMPUTER ANTI-VIRUS



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TO AVOID UNAUTHORIZED PARTIES FROM VIEWING OR INTERCEPTING YOUR EMAILS, AND RELEASE THE CREDIT UNION FROM LIABILITY FROM SUCH UNAUTHORIZED VIEWING OR INTERCEPTION.

- ONCE WE HAVE YOUR CONSENT, YOU AGREE TO RECEIVE INFORMATION ON HOW TO ACCESS YOUR PERIODIC ACCOUNT STATEMENT ELECTRONICALLY.
- TO ACCESS YOUR PERIODIC STATEMENT AND OTHER DOCUMENTS WE HAVE SENT TO YOU, YOU AGREE TO ENTER YOUR LOGON NAME AND PERSONAL IDENTIFICATION NUMBER (PIN). YOU AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO PROTECT YOUR LOGON NAME AND PIN FROM UNAUTHORIZED PERSONS. YOU MAY CHANGE YOUR PIN AFTER LOGGING INTO YOUR CREDIT UNION ACCOUNT, OR BY CONTACTING US AT THE PHONE NUMBER BELOW.
- YOU AGREE THAT YOU WILL CONTINUE RECEIVING ELECTRONIC PERIODIC STATEMENTS AND OTHER RELATED NOTIFICATIONS UNTIL YOU TELL US OTHERWISE. WE WILL SEND YOU AN EMAIL TO TELL YOU WHEN YOUR LATEST PERIODIC STATEMENT IS AVAILABLE FOR VIEWING. YOU AGREE THAT YOU WILL NO LONGER RECEIVE PAPER STATEMENTS UNLESS YOU REVOKE THIS AGREEMENT OR REQUEST A COPY OF YOUR STATEMENT IN PAPER BY CONTACTING US THE NUMBER OR EMAIL ADDRESS BELOW. THE FEE ASSOCIATED WITH ANY PAPER STATEMENT WE GENERATE IS FOUND IN OUR STATEMENT OF FEES. IF YOU HAVE A PRINTER CONNECTED TO YOUR COMPUTER, YOU MAY PRINT YOUR STATEMENT AT NO CHARGE. THERE ARE NO OTHER FEES OR SPECIAL ACCOUNT RESTRICTIONS FOR USING E-STATEMENTS.
- WE OFTEN INCLUDE WITH YOUR PAPER ACCOUNT STATEMENT OTHER PERIODIC NOTICES THAT RELATE TO ACCOUNT NOTICES OR REGULATORY INFORMATION, OTHERWISE KNOWN AS STATEMENT INSERTS. AN EXAMPLE IS CHANGES TO OUR TRUTH IN SAVINGS DISCLOSURE, AND ANNUAL AND SPECIAL MEETING NOTICES. WHEN YOU AGREE TO ACCEPT ELECTRONIC STATEMENTS, YOU ALSO AGREE TO RECEIVE OTHER NOTICES BY ELECTRONIC DELIVERY.
- YOU MAY WITHDRAW YOUR CONSENT TO RECEIVE E-STATEMENTS BY CONTACTING US IN WRITING OR CALLING THE CREDIT UNION AS DESCRIBED BELOW. IT MAY TAKE UP TO THIRTY (30) DAYS FROM RECEIPT OF YOUR WRITTEN NOTICE OF CANCELLATION FOR YOU TO RECEIVE YOUR NEXT MONTHLY PRINTED MAILED STATEMENT, WITH ALL SUBSEQUENT PRINTED AND MAILED STATEMENTS ARRIVING MONTHLY THEREAFTER. YOU AGREE THAT WE CAN TERMINATE YOUR E-STATEMENTS AND REVERT TO PRINTED MAILED STATEMENTS FOR ANY REASON AT ANY TIME.

System Requirements

TO RECEIVE ELECTRONIC STATEMENTS, YOU MUST HAVE AN INTEL BASED COMPUTER WITH A PENTIUM OR EQUIVALENT PROCESSOR RUNNING ANY VERSION OF MICROSOFT WINDOWS 95, 98SE, ME, NT 4.0 WITH SERVICE PACK 5, WINDOWS 2000 OR XP. YOU MUST HAVE AT LEAST 64MB OF MEMORY OR A MAC PC WITH POWERPC PROCESSOR RUNNING MAC OS 8.6, 9.0.4, 9.1, OR OS X WITH 64MB OF RAM. BOTH OPTIONS REQUIRE ACCESS TO THE INTERNET WITH AN EMAIL ADDRESS AND THE CAPABILITY OF RECEIVING DOWNLOADS OF UP TO 5MB. TO READ YOUR STATEMENT, YOU WILL NEED TO DOWNLOAD A FREE COPY OF ADOBE ACROBAT READER 5.0 OR HIGHER.

Contacting Credit Union

YOU MAY CONTACT US AT **(602) 254-5291** OR BY EMAIL AT inform@bannerfcu.org OR WRITE US AT **BANNER FEDERAL CREDIT UNION, 2702 N 3RD STREET SUITE 4010, PHOENIX AZ 85004**



Banner Federal Credit Union

Warranty Disclaimer

CREDIT UNION PROVIDES THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WE DO NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

Alterations and Amendments

THE TERMS OF THIS AGREEMENT, APPLICABLE FEES, AND SERVICE CHARGES MAY BE ALTERED OR AMENDED BY CREDIT UNION FROM TIME TO TIME. IN SUCH EVENT, CREDIT UNION SHALL SEND NOTICE TO YOU AT YOUR ADDRESS AS IT APPEARS ON CREDIT UNION RECORDS. ANY CONTINUATION OF THE SERVICE AFTER CREDIT UNION SENDS YOU A NOTICE OF CHANGE WILL CONSTITUTE YOUR AGREEMENT TO SUCH CHANGE(S). FURTHER, CREDIT UNION MAY, FROM TIME TO TIME, REVISE OR UPDATE THE CREDIT UNION PROGRAM, SERVICES, AND/OR RELATED MATERIAL(S) RENDERING PRIOR VERSIONS OBSOLETE. CONSEQUENTLY, CREDIT UNION RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AS TO ALL SUCH PRIOR VERSIONS OF THE CREDIT UNION PROGRAMS, SERVICES, AND/OR RELATED MATERIAL(S) AND TO LIMIT ACCESS TO CREDIT UNION'S MORE RECENT VERSIONS AND UPDATES.

Governing Law

THE LAWS OF THE STATE OF ARIZONA AND APPLICABLE FEDERAL LAWS AND REGULATIONS SHALL GOVERN THIS AGREEMENT.