

VONS EMPLOYEES FEDERAL CREDIT UNION
ONLINE BANKING AND ONLINE BILL PAY AGREEMENT AND DISCLOSURE STATEMENT

NOTE: To complete the application process, please read the following disclosure carefully, and then click the "I accept" button to complete the online application.

This Online Banking and Online Bill Pay Agreement and Disclosure (hereinafter, "Agreement") describes your rights and obligations as a user of the Online Banking and Online Bill Pay services (collectively "Online Services") offered by Vons Employees Federal Credit Union ("we", "us", "our" or "Credit Union") now and in the future. As a member of Vons Employees Federal Credit Union, you are eligible to enroll in our Online Services. By using the Online Services, you, and any person you authorize to use your access to the Online Services, agree to abide by the terms and conditions of this Agreement.

Definitions

The following definitions apply in this Agreement:

"Account(s)" means the checking account that you have with us for personal, family or household use which will be debited for Online Bill Pay payments made to Payee(s).

"Online Bill Pay" means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via the Internet.

"ISP" refers to your Internet Service Provider.

"Payee" means the person or entity to which you wish an Online Bill Pay to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Password" means the confidential identification number or code assigned to you by us or selected by you for identification purposes in connection with the Online Services.

"User ID" is the Credit Union-generated identification code assigned to you for your connection to the Online Services.

Setup and Use of Online Services

A. Eligibility. In order to activate Online Services, you must have at least one account with us. We will assign an Electronic Password that you can change when signing on to Online Services. We may require you to change the Password from time to time for security reasons. **You should keep the Password in a secure location. Any person having access to your Online Banking User ID and Password will be able to access Online Banking and perform all transactions, including reviewing Account information and making transfers to other entities.**

B. Access. The Credit Union will provide instructions on how to use the Online Services. You will gain access to your Account(s) through the use of your Internet-enabled device, your ISP, your Password and your User ID. Online Services are generally accessible 24 hours a day, seven days a week. However, availability of the Online Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. We are not liable for any failure to provide access to Online Services. We may modify, suspend, or terminate access to Online Services at any time and for any reason without notice or refund of any fees.

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding Federal Reserve holidays and weekends. All Online Bill Pay transaction requests received after 5:00 p.m. on business days and all transactions which are requested on Sundays or Federal Reserve holidays will be processed on the Credit Union's next business day. All other Online Service requests received after 9:00 p.m. on business days and all transactions which are requested on Sundays or Federal Reserve holidays will be processed on the Credit Union's next business day.

C. Equipment Requirements. A computer with access to the Internet, and a web browser able to support 128 bit encryption is required to use the Online Services. You are responsible for the correct set-up and maintenance of your personal computer and modem. We are not responsible for any errors, damages or other losses you may suffer due to malfunction or misapplication of any system used, including your browser, ISP, software, or any equipment you may use (including telecommunications facilities, computer hardware and modem) to access or communicate with the Online Bill Pay services.

D. Limitation of Liability.

1. Disclaimer of Liability. You are responsible for the correct set-up and installation of a web browser or related software to gain Internet access to and use of the Online Services. You agree that neither we nor any of our service providers shall be liable for any loss or damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by us, the hardware or software or a system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to access and/or operate the Online Services.

- Disclaimer of Warranties. **NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, NOR**

ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER ONLINE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW. NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, NOR ANY INFORMATION PROVIDER IS LIABLE FOR ANY COMPUTER VIRUS SOFTWARE-RELATED PROBLEMS THAT MAY BE ATTRIBUTABLE TO SERVICES PROVIDED IN CONNECTION WITH THE ONLINE SERVICES.

Online Services

A. Transactions that may be Conducted Using the Online Services. You may use the Online Services to access your Credit Union personal accounts online. These activities are limited to the extent noted herein and in the Master Account Agreement and Disclosure governing your Credit Union accounts. Through the Online Bill Pay service, you can pay bills either on an automatic, recurring basis or periodically as you request. You must provide us with the name and address of the Payee (i.e., the party to be paid), your account/reference number (if any) with that party and any other information we require to properly debit your Account with us and credit your account with the Payee. Payments can be made to any legal entity within the U.S. and its territories. You may not make any alimony, child support, tax, or other governmental or court-ordered payment using the Online Bill Pay service. Please allow five (5) business days for processing the information. If you wish to add or delete Payees, you may make these changes online through the Online Bill Pay service. You authorize us to make all changes you submit through the Online Bill Pay Service or that are submitted by any other person having access to your Online Services User ID, Electronic Password, and Account information. Our Online Services allow you to:

- Withdraw funds from your account(s) or your personal line of credit made by Credit Union check issued in the name of the member appearing first on the Account Signature Card and mailed to your address of record;
- Make transfers of funds among and between your accounts;
- Make balance inquiries;
- View copies of cleared checks;
- Review transaction history for up to the last six (6) months;
- Make loan payments by transfers from my share account, checking account or money market account;
- Make Online Bill Payments to preauthorized creditors; and
- Communicate directly with us via an online messaging center.

B. Limitations on Frequency and Dollar Amount of Transactions.

1. Withdrawals from your share account(s) or checking Account(s) or loan advances on your Personal Line of Credit, whether by check or transfer to other accounts are not limited in terms of minimum or maximum dollar amounts per transaction except as listed below.

2. All withdrawals and transfers from a share or checking account are limited to the extent of clear funds available in the account.

3. All loan advances are limited to the amount available from your Personal Line of Credit.

4. Because regulations require the Credit Union to limit preauthorized transfers (including online banking transfers), the following limitations apply:

All Share Accounts and Money Market Share Accounts. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or online banking.

C. Specific Information about Online Bill Pay.

1. Online Bill Pay Service. When you sign up for the Online Bill Pay Service, your Share Draft Checking Account will be used as your Online Bill Pay Account. You may make Online Bill Pay Payments in any amount between \$0.01 and \$25,000.00. When you schedule a bill payment using Online Bill Pay, you authorize us to withdraw the necessary funds from your Share Draft Checking Account. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Share Draft Checking Account on the date we attempt to process payment. We reserve the right to enforce minimum and maximum payment amounts different from those listed here.

2. Processing Online Bill Pay Payments. You must allow sufficient time for the Payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any grace period provided by the Payee). If you do not allow sufficient time, you will assume full responsibility for all late charges, finance charges, or other actions taken by the Payee. To ensure that your payments arrive on time, you must schedule payments to be processed at least five (5) business days before the payment due date for payments sent by check and at least two (2) business days before the payment due date for payments sent electronically. This generally allows sufficient time for the Payee to receive and post the payment. We are not responsible for postal delays or processing delays by the Payee. The cutoff time for processing bill pay requests is 11:00 a.m. Pacific Standard Time. In an effort to prevent erroneous duplicate payments, if you schedule multiple payments for the same amount to the same payee on any given day, we will process only one of those payments.

When you add Payees to the Online Service, you must enter your account/reference number and address as they appear on the relevant payment stub or invoice. Occasionally a Payee may choose not to participate in the services, or may require additional information before accepting payments electronically. We work with these Payees to encourage them to accept an electronic or check payment from the Credit Union. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future electronic payments to that Payee. In the unlikely event that this occurs, we will send you a notice. We may always refuse to make payments to certain Payees.

3. How Online Bill Pay Payments are Made. We process all payments you make through the Online Services by either sending an electronic transmission to the Payee or by mailing a draft to the Payee, based on the information you have provided to us regarding the Payee. Please note that Payees who receive electronic delivery will receive your payment information, including the Account number, through a computer link. Please also note that drafts (i.e., paper checks) sent to Payees will be printed with your name, address, account number, payment date and payment amount. Electronic payments are generally received and credited by most Payees within two (2) business days. All drafts drawn on your Account are mailed through the U.S. Postal Service. Draft payments are generally received and credited by most Payees within five (5) business days.

4. Stop Payments. If you want to stop or change individual payments or preauthorized recurring payments you have instructed us to make, you must notify us by calling (888) 545-9828 before we have started processing the transaction. You must access the appropriate function in our Online Bill Pay service before 11:59 p.m. on the day before the business day the payment is scheduled to be withdrawn from your Account, and either delete it or make the change. (NOTE: In Online Bill Pay, the date you indicate as the "send on" date is the date the funds will be withdrawn from your Account and is NOT the date the Payee will receive your payment). We will charge you \$15.00 for each stop payment order you make. If you order us to stop a preauthorized recurring payment one (1) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Expedited payments or payments designated as "Today" transactions cannot be stopped, cancelled, or changed.

Parties' Rights and Responsibilities

A. Your Rights and Responsibilities.

1. Authorized Use of Online Services by Other Persons. You are responsible for keeping your User ID, Password and Account data confidential. We are entitled to act on transaction instructions received using your Password, and you agree that use of the Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Password in any manner, said authorizations will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed the Password. You are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Password.

2. Report Unauthorized Transactions. You must notify us immediately if you believe that the Password has been lost or stolen or that someone has transferred or may transfer money from your Account without permission or if you suspect any fraudulent activity on any Account.

3. Your Liability for Unauthorized Transactions. Please notify us AT ONCE if there is reason to believe the Password has been lost or stolen. Telephoning is the best way of limiting your possible losses. If you tell us within two (2) business days after you discover your Password or other means to access your Account has been lost or stolen, your liability is no more than \$50.00 should someone access your Account without permission. If you fail to notify the Credit Union within two (2) business days, it is possible that you could lose all the money in your Accounts plus the maximum overdraft line of credit. If you do not notify us within two (2) business days after learning of the possible loss or theft of the Password, and we can prove that we could have stopped someone from using the Password without your permission if we had been notified, you could lose as much as \$500.

If your statement shows electronic fund transfers that you did not make or authorize, you must inform us at once. If you do not tell us within sixty (60) days after the FIRST statement was mailed or delivered to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized transaction. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we may extend the time periods.

4. Resolving Errors or Problems. If you believe that a statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt, contact us as soon as possible. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared is sent to you. We will need the following information:

- Your name and Account number;
- A description of the error or transfer about which you are unsure, and an explanation of why you believe it is an error or why more information is needed; and
- The dollar amount of the suspected error.

If you notify us orally or by electronic communications, we may require that you send us your complaint or question in writing within ten (10) business days. We will inform you of the results of our investigation within ten (10) business days (20 business days if the transfer involved a new account; i.e., account opened for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account or a foreign-initiated transfer) to investigate the complaint or question. If we decide to do this, we will credit your Account within ten (10) business days (20 business days if the transfer involved a new account) with the amount you believe 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 the complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

5. Indemnification. You agree to indemnify, defend and hold us, our affiliates, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to the Online Services.

6. Failed or Returned Transactions. In using the Online Services, you are requesting the Credit Union to make payments on your behalf from your Account. If we are unable to complete the transaction for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the transaction), the transaction will not be completed. You agree that:

(a) You will reimburse the Credit Union immediately upon demand the transaction amount that has been returned;

(b) You will reimburse the Credit Union for any fees imposed as a result of the return;

(c) You will reimburse the Credit Union for any fees it incurs in attempting to collect the amount of the return from you.

B. Our Rights and Responsibilities. If you provide us with timely, complete, correct and accurate information and we do not then accurately complete a transfer to or from your Account or if we fail to cancel a transaction as properly requested or in the correct amount according to our agreement with you, we are liable for your losses or damages as provided in this Agreement. There are some exceptions to our liability for processing transactions on your Accounts. For example, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
2. If the transfer would go over the credit limit on your overdraft line, if any;
3. If a legal order directs us to prohibit withdrawals or transfers from the Account;
4. If circumstances beyond our control, such as interruption of telephone service or telecommunication facilities, natural disaster such as fire or flood, or handling of payments by a third party, prevent the transfer, despite reasonable precautions taken by us;
5. 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 an Online Bill Pay payment;
6. If you have not properly followed instructions for using the Online Services;
7. If your operating system or software was not properly installed or functioning properly;
8. If you, or anyone authorized by you, commits any fraud or violates any law or regulation;
9. If there is a hold placed on your Account, or if access to your Account is blocked, in accordance with Credit Union and Online Banking policy; or
10. If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

OUR SOLE RESPONSIBILITY FOR AN ERROR IN A TRANSFER WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Consumer Privacy and Confidentiality

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. You should carefully review our Privacy Policy which is incorporated herein by this reference.

A. Sharing Your Personal Information with Others. We recognize the importance of protecting the confidentiality of your personal information. Personal information includes all of the personally identifying information that you provide to us in connection with the Accounts and use of Online Services. However, we may disclose personal information about you to third parties:

- If we have entered into an agreement with another party to provide any of the Online Services. In this case, we will provide that party with information about your Account, Transfers, and your communications with us in order to carry out your instructions;
- If it is necessary for completing transactions or otherwise carrying out your instructions;
- If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a Payee, or any holder of a check issued by you through the Online Bill Pay Payment Service;
- In order to comply with applicable laws, government agency rules, regulations or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- In order to provide you with information about products and services that we believe will be interesting to you; or
- If you otherwise give us specific permission.

B. Use of Cookies. Cookies are files stored on a user's own computer system to record information about websites visited frequently. Because of security issues, we will not allow you to store your identifying name, Online Service User ID or Password as a cookie on the computer system. However, preferences, site mapping or other statistical information may be stored as a cookie on your hard drive.

Changes in Terms and other Amendments

We reserve the right to change the charges, fees or terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will update the Fee Schedule or this Agreement, as applicable, and either send a notice to you at the address shown in our records or we will send you an electronic message (e-mail). The notice will be posted or sent to you at least thirty (30) days before the effective date of the change, unless an immediate change is necessary to maintain the security of the system or unless such change or amendments are otherwise required by law or applicable regulation. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Online Services to which these changes relate or by terminating this Agreement. Your continued use of the Online Services constitutes an agreement to the amendment(s).

General Terms and Conditions

A. Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of agreements applicable to each of your Credit Union accounts. Your use of the Online Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the fees and charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the Fee Schedule related to] this Agreement.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to any conflict of law provisions. Your existing Credit Union account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in the Master Account Agreement and Disclosure.

C. Termination. We may terminate this Agreement and any service provided pursuant hereto, in whole or in part, at any time. You or any party to your Account may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. When Online Bill Pay is terminated, any prescheduled Online Bill Pays made through the Online Services will also be terminated. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

D. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the Online Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

I Decline I Accept

DISCLOSURE

as disclosed in the Master Account Agreement and Disclosure.

C. Termination. We may terminate this Agreement and any service provided pursuant hereto, in whole or in part, at any time. You or any party to your Account may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. When Online Bill Pay is terminated, any prescheduled Online Bill Pays made through the Online Services will also be terminated. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

D. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the Online Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

I Decline I Accept