



Credit Union Use Only

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### Virtual Branch (Online Banking) Enrollment Application

Please note: This form requires a signature and cannot be submitted over the Internet. Please print, complete and sign this form and deliver it to the Credit Union.

#### Member Information:

Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Home Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security # **XXX-XX-**\_\_\_\_ (last four numbers only) Home Phone \_\_\_\_\_ (will be used to update CU records)

#### Online Banking Service Options: (check one)

- Account Access Only (no charge)
- Account Access and Bill Payment (Checking required - \$4.95 per month)  
*(Fee will be waived for first three months)*

**Account Information:** List Account Numbers on which you are an account holder and wish to have Online Banking access. If you have selected Bill Payment, indicate the checking account from which Bill Payments are to be made (such as Sub 1 or Sub 2).

Account Number \_\_\_\_\_ Checking: Sub 1 \_\_\_\_\_ Sub 2 \_\_\_\_\_  
Account Number \_\_\_\_\_ Checking: Sub 1 \_\_\_\_\_ Sub 2 \_\_\_\_\_  
Account Number \_\_\_\_\_ Checking: Sub 1 \_\_\_\_\_ Sub 2 \_\_\_\_\_

#### Authorization:

I authorize Santa Monica City Employees Federal Credit Union (SMCEFCU), and any third party acting on its behalf, to serve as my agent in processing payments to designated Merchants and/or transfers to and from designated Accounts pursuant to my payment and/or transfer instructions, and I authorize SMCEFCU to post such payments and/or transfers to my designated Account(s). I understand that SMCEFCU may not make certain payments and/or transfers if sufficient funds are not available in my designated Account. This authorization will be subject to the Virtual Branch (Online Banking) Summary of Terms (see following pages to read and print) as amended from time to time, as well as the Account Disclosure & Agreement, and will remain in force until revoked by SMCEFCU or me in writing. I certify by signing this application that I have received, read, and agree to the Summary of Terms:

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Application Procedure:** Please complete this application form as instructed. Sign and return or bring to the Credit Union at the address below. You will receive a Welcome Letter, which includes instructions for use of the service and your temporary security code.

Santa Monica City Employees Federal Credit Union  
501 Colorado Avenue, Suite 100  
Santa Monica, California 90401

## **VIRTUAL BRANCH (ONLINE BANKING) SUMMARY OF TERMS**

Please read, print, and retain the following Summary of Online Banking terms. Your completed Enrollment Application certifies that you have read, understand and agree to the terms and conditions in this Summary.

The following terms and conditions govern the manner in which Santa Monica City Employees Federal Credit Union (us, we, our) will provide Online Banking services (Services) to you.

Member Services phone: (310) 458 7777

Hours: Monday, Wednesday, Thursday: 9:00 a.m. – 5:00 p.m.

Tuesday: 11:00 a.m. – 5:00 p.m.

Friday: 9:00 a.m. – 6:00 p.m.

Location and Mailing Address:

Santa Monica City Employees Federal Credit Union

501 Colorado Avenue, Suite 100

Santa Monica, CA 90401

### **SERVICES**

You authorize us to utilize a third party to provide the Services to you on our behalf.

Payment of taxes or court directed-payments via the Services is prohibited.

We reserve the right to refuse to make any payment and/or transfer.

Funds will arrive at your targeted Merchant and/or Account as close as reasonably possible to the date designated by you in your payment and/or transfer instruction (Payment Date). Subject to this Summary, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment and/or transfer, including, without limitation, electronic, paper, or some other draft means. For each properly instructed payment to an eligible Merchant and/or transfer to a targeted Account, you will receive a transaction confirmation number.

The Payment Date indicated by you must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.

Unless you receive a confirmation number, we shall not be liable for any failure to make a payment and/or transfer, including any finance charges or late fees incurred as a result. It is also important that the payment date be on or before the merchant due date, not the late date, and since the time for us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay, and allow the appropriate number of business days between the day you input your instruction and the payment date (it is recommended that

the payment be scheduled at least 5 Business Days before the due date). Subject to the limitation discussed below, if you follow the procedures described in this Summary for payments, and you are assessed a penalty or late charge, we will reimburse you for the late charge up to a maximum of one hundred dollars (\$100). In the event that you do not adhere to the obligations set forth in this Summary, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees.

## **LIMITATIONS**

Under no circumstances will we be liable if we are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time you initiate a payment and/or transfer.
2. The designated Account does not contain sufficient funds to complete the payment and/or the transfer.
3. You have closed the designated Account.
4. We have identified you as a credit risk and have chosen to (a) make all payments and /or transfers initiated by you via the Services utilizing a paper, as opposed to electronic method, or (b) to terminate your subscription to the Services.
5. The Services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
6. You have not provided us with the correct information for those Merchants to whom you wish to direct payment or Accounts to which you wish to make a transfer.
7. The Merchant mishandles or delays handling payments sent to us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.

We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, the Services or any technical or editorial errors contained in our omissions from any user guide related to the Services. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or Services, except where the law requires a different standard.

## **PAYMENT CANCELLATION/MODIFICATION**

Except for those transfers which are completed immediately, you may cancel or modify a payment and/or transfer up to 11:00 a.m. the same Business Day you schedule for payment and/or transfer.

## **STATEMENTS**

All payments and/or transfers made via the Services will be listed on your monthly Account statements that you receive from us.

**CHANGE OF ADDRESS**

You must notify us in writing if you change your address. If you change your address and phone number on Online Banking, you must also notify us directly of these changes by visiting our office or by sending a written request.

**NEW SERVICES**

We may, from time to time, introduce new services or enhance the existing Services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the obligation concerning these services, which will be sent to you.

**CARE OF YOUR SECURITY CODE:**

You agree you will not give your Services Security Code or make it available to any other person. If you believe that your Security Code has been lost or stolen, or that someone has made payments and/or transfers using your Security Code without your permission, notify us IMMEDIATELY by phone any time during our business hours, or send an Email message through the Service.

**YOUR LIABILITY FOR UNAUTHORIZED PAYMENTS**

If you believe that your Security Code has been lost or stolen, notify us IMMEDIATELY as provided above in order to limit your possible losses. If you notify us within two (2) Business Days after you learn of the loss or theft, your maximum liability is \$50.00.

If you Do Not notify us within two (2) Business Days after you learn of the loss or theft of your Security Code, and we can prove that we could have prevented someone from using your Security Code if you had told us in time, your maximum liability is \$500.

If your Statement contains payments and/or transfers that you did not make, notify us IMMEDIATELY. If you do not notify us within sixty (60) days after the Statement was mailed to you, you may not get back any of the money you lost if we can show that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or a long trip) prevented you from telling us, we may at our discretion, extend the time.

**ERRORS AND QUESTIONS**

Contact us as soon as possible at either the address or telephone number described above if you think that a payment and/or transfer listed on your statement is in error or if you need more information about a payment and/or transfer listed on the Statement. We must hear from you not later than sixty (60) days after you received the first Statement on which the problem or error appeared.

When you call or write us, please:

1. Indicate your name and User ID
2. Describe the payment and/or transfer you have a question about (Merchant name, Account information, Transaction Date, Transaction Amount) and explain as clearly as you can why you believe it is an error or need more information. If possible, please provide us with the Confirmation Number for the transaction.
3. Tell us the dollar amount of the suspected error. If you tell us orally, or by using the Services' Email, we may require that you send your complaint in writing within ten (10) Business Days.

We will tell you the result of our investigation within ten (10) Business Days after we receive your complaint, and will correct any Services error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this, we will recredit your Account within ten (10) Business Days after we hear from you, for the amount you think is in error in order that you may have the use of the money during the time it takes to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within ten (10) Business Days, we may not recredit your Account.

If you are a new member, we will tell you the result of our investigation within twenty (20) Business Days. If we need more time, we may take up to ninety (90) days to investigate the complaint or question. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account is opened.

If we decide that there was no error, we will mail or transmit to you a written explanation within three (3) Business Days after we have completed the investigation, and within ten (10) Business Days of the date of such explanation, we will debit your account of the amount previously recredited to you for use during the time we took to complete our investigation. You may ask for copies of documents used during our investigation.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will only disclose information to third parties about your Accounts:

1. When it is necessary for completing payments and/or transfers;
2. In order to comply with a government agency or court order; or
3. If you give us your permission.

#### **FEES AND CHARGES**

You agree to pay us the fees to be published by us from time to time.

You will be charged a monthly fee for the Bill Payment portion of the Services if you have enrolled for Bill Payment. You authorize us to effect automatic payment from one of your Accounts by electronic paper or other draft means.

In the event we are unable to process a Services transaction, (if, for example, there are insufficient funds in your designated Accounts) the transaction will result in a “Failed Payment and/or Transfer.” In such event, we will charge the total cost of the transaction, including any service charges, to you. In the event of repetitive Failed Payment and/or Transfers, we reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions, which were previously initiated, may still continue to be processed unless cancelled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Member Services and all related inquiries and correspondence including requests for reinstatement should be directed to Member Services. In the event your subscription is suspended, we will notify you by mail to your listed address. With respect to any Failed Payment and/or Transfer, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated Merchants which we were unable to recover by debit to the Merchant or charge to you.

If you do not pay any amount owed to us when due, and in the event that your claim or debt has to be referred to a third party for collection, you agree, to the extent permitted by law, to pay all costs and fees incurred in collecting the outstanding balances including reasonable attorneys’ fees and court costs.

#### **ADDITIONAL TERMS AND CONDITIONS**

In addition to the foregoing, you agree to be bound by and comply with the requirements and instructions of the Virtual Bank Online Banking Service provided at the HELP button on the Service’s website, and by the Account Disclosure and Agreement, as amended from time to time. Your use of the Services may also be affected by the agreements between us for your share, credit card, and loan accounts. In addition, when you link to the services, this does not change the agreements you already have with us on those accounts. For example, when you use Online Banking to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any restrictions which might affect your use of an account with the Services.

We reserve the right to terminate your use for the Services, in whole or in part, at any time without prior notice.

You may cancel your subscription to the Services, upon thirty (30) days prior notice to Member Services. You will be responsible for all payments and/or transfers you have requested prior to termination and for all other charges.

Be sure to cancel all outstanding Payment and/or Transfer orders within the 30-day notification period. We will not be liable for payments and/or transfers not cancelled or made due to your actions related to service terminations.

The Terms and Conditions and applicable Services fees and charges may only be altered or amended by us. In such event, we shall send notice to you at your listed address or transmit notice of the alteration or amendment over the Services Email. Your use of the Services following receipt of such notice constitutes acceptance of such alterations or amendments.

Business Days are Monday through Friday excluding normal banking holidays.

We reserve the right to cancel the Virtual Branch Online Banking program at any time. We will give you notice of any cancellation.