

1. The **It's Me 247** online banking system (hereinafter called the SYSTEM), is provided as a service of the **South Bay Credit Union** (the "CREDIT UNION") and permits access to your account information and, upon request, allows account transactions to be conducted. By accessing the SYSTEM, you are verifying that you are the account holder or you have full legal authority granted by the account holder to obtain information and conduct transactions. Reference to "computer" in this Agreement shall mean any electronic and/or digital device that provides web browser capabilities, including personal computer, laptop, personal digital assistant, and mobile and/or smartphone compatible with the SYSTEM.
2. The CREDIT UNION has provided an Account Number and initial password which are required in order to permit access through the SYSTEM. The first time you login to Online Banking, you will be required to change this initial password. You authorize the CREDIT UNION to follow any instructions entered through the online banking SYSTEM using your password. You agree that you are responsible to make sure that the Account Number and password are maintained in a secure manner and not disclosed to any person who is not authorized to obtain account information or conduct transactions on your account.
3. If you use any method of storing the Account Number and password on your computer, you agree that you are solely responsible for any access obtained to account information or any transactions conducted on any account. If you have reason to believe that the Account Number or password have been disclosed to or obtained by any unauthorized person, you agree to immediately notify the CREDIT UNION.
4. When connected to or using the SYSTEM, you agree to ensure that no unauthorized persons have access to your computer. If you fail to maintain direct control and supervision over your computer or otherwise fail to ensure that no unauthorized persons have access to your computer when connected to or using the SYSTEM, you agree that any use of the SYSTEM utilizing your password is not unauthorized use, and the CREDIT UNION and any other companies or entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transactions conducted on any account, to the extent permitted by law.
5. The CREDIT UNION may provide documents which are delivered to you electronically. These electronic documents are accessible when you login to the online banking SYSTEM. You agree to receive these documents, and any disclosures to which you are entitled under Federal Reserve Board Regulations B (Equal Credit Opportunity Act), E (Electronic Fund Transfers Act), M (Consumer Leasing Act), Z (Truth in Lending Act), and CC (Expedited Funds Availability Act); the National Credit Union Administration Truth in Savings Regulation, the Fair Credit Reporting Act, and any other applicable state or federal regulation or statute, including but not necessarily limited to your monthly credit union account statement, electronically, through your access to this system.
6. You understand and acknowledge that you presently have the right to receive such disclosures in paper form, and that you may revoke the authorization given in Section 5 at any time by providing the Credit Union with written notice of such revocation, at which time you will again be entitled to receive such disclosures in paper form. Whether you send such notice of revocation by paper or electronic means, the effective date of your revocation will be no more than 30 days from the day such notice is acknowledged as received by the credit union.
7. The technical requirements to assure that you have the ability to access and retain your E-Statements and other electronic disclosures are described in this section. You must have Internet access and a valid email account and address. You must request access to the online banking SYSTEM through the CREDIT UNION. Your computer must have installed browser software which utilizes appropriate security protections. If you fail to use current, supported browser software, the CREDIT UNION and any other entities involved in the design, development or operation of the SYSTEM are not responsible for any loss, expense, injury, cost or damage resulting from any access obtained to account information or any transaction conducted on any account. For E-Statements and other electronic documents, you must have access to a printer or the ability to download information in order to keep copies of electronic documents for your records.
8. You understand and agree that you must notify the credit union if your email address changes by providing the CREDIT UNION with written or electronic notice of any such change in address, and that the effective date of this new email address will be no more than 30 days from the day such notice is acknowledged as received by the credit union. You hereby hold the CREDIT UNION harmless in the event that you have not received any required statement or other notice as a result of your failure to notify the credit union of a change in your email address.
9. You understand and agree that even though you have agreed to receive disclosures electronically, you may contact the CREDIT UNION by email or telephone to request that the CREDIT UNION send a paper copy of a disclosure that has already been sent electronically, and that the CREDIT UNION may charge a fee for that service, which fee will be separately disclosed. You agree that such fee can be deducted by the CREDIT UNION from any account you own at the CREDIT UNION.
10. By accepting this Agreement, you acknowledge that you have read the terms of this Agreement and that you agree to be bound by these terms. When you enroll in the E-Statement service, you consent to receive your periodic account statements and other disclosures electronically. If your CREDIT UNION account is owned jointly with another person(s), any one of you may consent to receive E-Statements and electronic disclosures, including eNotices. Further, you understand that by accepting this Agreement, the current date will be logged as part of your account records and the SYSTEM services will be activated for your account.

Revised: January 27, 2010.

Do you agree to the terms and conditions of this Agreement? (click I Accept or I Decline)

