





























## **View Statement and Audit Confirmation**

The View Statement and View Audit Confirmation links will take you to our website where you will need to enter your LAIF Account number and PIN (if required), as well as the date (if required).

## **Logging Off**

Click on the Log Off button located in the upper right hand corner of the screen to terminate your session.

Thank you for using LAIF Online.

# Appendix A

## LAIF Online Agreement and Electronic Disclosure

### 1. General Description

#### A. What This Agreement Covers

This Agreement between you (account holder) and the Local Agency Investment Fund ("LAIF") governs the use of LAIF Online services, which includes transfers outside LAIF. These services permit LAIF account holders to perform a number of functions through the use of a computer or portable electronic device on accounts linked to the service.

#### B. Accepting the Agreement

When you use any of the LAIF Online services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the Agreement.

#### C. Relation to Other Agreements

Your use of LAIF Online services may also be affected by another agreement with LAIF for your LAIF accounts. When you link an account to LAIF Online services, you do not change the agreements you already have with LAIF for that account.

### 2. Overview of LAIF Online Services

#### A. LAIF Online

You may use LAIF Online to:

- Transfer funds from your LAIF account to a designated bank or financial institution account.
- Transfer funds from your designated bank or financial institution account to your LAIF account.
- View current balance information for your LAIF account.
- Review pending transactions for your LAIF account.
- Perform self-service account maintenance, such as updating passwords or email addresses.
- View, save and print account information.

Some of the above services may not be available for certain LAIF accounts or account holders, or if you access LAIF Online through portable electronic devices.

#### B. LAIF Online Alerts

General and security alerts may be sent to the account holder following important account activities or when certain changes are made online to your LAIF Online account. Alerts are subject to the following:

- Alerts will be sent to the email address(es) you have provided for LAIF Online. You are responsible for keeping your email address(es) current.
- LAIF will endeavor to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond LAIF's control (such as system failures or misdirected delivery). LAIF cannot guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that LAIF is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.
- Because alerts are not encrypted, LAIF will never include your Participant Identification Number (PIN), User ID, or full account number. However, alerts may include your name and some information about your accounts. Depending upon the type of alert, information such as your account balance or transaction information may be included. Anyone with access to your alerts will be able to view the contents of these messages.

### **3. Description of LAIF Online Services**

#### **A. Withdrawal Authorization and Sufficient Available Funds**

- You authorize LAIF to withdraw the necessary funds from your LAIF account in order to complete all of your designated withdrawals.
- You agree that you will instruct LAIF to make a withdrawal only when a sufficient balance is available in your account at the time of the withdrawal.
- The completion of a withdrawal is subject to the availability of sufficient funds in your LAIF account at the time the transaction is processed. If insufficient funds are available to complete the withdrawal, LAIF will refuse to complete the transaction. If you schedule a withdrawal from an account maintained at a bank or financial institution and there are insufficient funds in that account, you may be charged a fee by that bank or financial institution.
- LAIF will endeavor to, but is under no obligation to, inform you if LAIF does not complete a withdrawal because there are insufficient funds to process the transaction. You are responsible for making alternate arrangements or rescheduling the withdrawal.

#### **B. Canceling Withdrawals or Deposits**

A withdrawal or deposit cannot be cancelled after it has been processed.

#### **C. Multiple LAIF Accounts**

If you have multiple LAIF accounts, you must register each account separately. LAIF will not link all of your eligible LAIF accounts. If you open an additional eligible LAIF account at a later date, you will also need to register that account separately.

Currently there are 2 activity levels for LAIF Online accounts:

- View - This level allows you to obtain current account balance and transaction information.
- Financial - This level allows you to obtain account information, deposit funds into your LAIF account, and withdraw funds from your LAIF account to your designated bank or financial institution account.

#### **D. Service Hours**

Withdrawals and deposits may be initiated through LAIF Online from 7:00 a.m. to 7:00 p.m. PT on a LAIF working day (Monday through Friday, excluding State holidays).

#### **E. Dollar Limits**

There is a \$75 million deposit limit on regular LAIF accounts. You may not withdraw amounts more than the total amount remaining in your LAIF account. All transactions are subject to LAIF internal review based on a successful fraud screening and such other factors that LAIF may determine to apply from time to time. In the event LAIF determines that there are risks associated with a transaction, LAIF may delay or cancel the withdrawal or deposit without prior notice; and will take reasonable efforts to notify you, or direct you to contact LAIF to provide additional details. However, LAIF shall not be liable for interest compensation for its failure to give such notice or initiate the transaction on the requested date and time.

#### **F. Transaction Confirmation**

For each transaction, LAIF will email a confirmation to you at the email address(es) registered with LAIF Online. The confirmation will note the date and the amount of the transaction, the authorized person requesting the transaction, and the depository bank name. You agree to examine the confirmation promptly upon receipt and to notify LAIF immediately of any discrepancy between the confirmation and your records.

### **4. Additional Provisions**

#### **A. Changes to Agreement**



LAIF may change this Agreement at any time. For example, LAIF may add, delete or amend terms or services. LAIF will notify you of such changes by mail or email. If you initiate any transactions (ex., deposit or withdrawal) through LAIF Online after the effective date of a change, you indicate your agreement to the change.

#### B. Cancellation

Your LAIF Online services remain in effect until they are terminated by you or LAIF. You may cancel your LAIF Online at any time by notifying LAIF of your intent to cancel in writing by mail or email. This cancellation applies to your LAIF Online account, and does not terminate your LAIF account. LAIF may terminate your participation in LAIF Online for any reason, including inactivity, at any time. LAIF will endeavor to notify you in advance, but LAIF is not required to do so.

#### C. Email Address(es)

LAIF may send messages to your email address(es). LAIF may not be able to act on instructions sent by you from an email address. You are responsible for providing LAIF with a valid email address(es) and notifying LAIF of any changes to your email address(es).

#### D. Contact by LAIF and Reporting Unauthorized Transactions

LAIF will not contact you via email or phone requesting your LAIF Online PIN or User ID. If you are contacted by anyone requesting this information, or to report unauthorized transactions, please contact LAIF.

#### E. Disclosure of Account Information

LAIF may disclose information to third parties about you or your transactions in the following instances:

- When it is necessary for completing transactions, or to investigate or resolve a problem related to a transaction.
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation.
- If you give us your permission.
- As permitted under federal or state laws, such as the California Public Records Act.

#### F. Protecting LAIF Online PIN and User ID

You are responsible for maintaining the confidentiality and security of your LAIF PIN and User ID. You attest that you are the authorized person to use LAIF Online services, and you are responsible for all transactions through LAIF Online. For your protection, sign off after every LAIF Online session and close your browser to help ensure confidentiality.

You agree that LAIF may send notices and other communications, including User ID confirmations, to the current address or email address in LAIF's records, whether or not that address or email address includes a designation for delivery to the attention of any particular individual. You further agree that LAIF will not be responsible or liable in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your PIN and User ID secure and strictly confidential; and 2) immediately notify LAIF and request a new PIN or User ID if you believe your PIN or User ID may have become known to an unauthorized person. **LAIF will have no liability for any unauthorized transaction made using your PIN or User ID that occurs before you have notified us of possible unauthorized use and LAIF has had a reasonable opportunity to act on that notice.** LAIF may suspend or cancel your PIN or User ID even without receiving such notice from you, if LAIF suspects your PIN or User ID is being used in an unauthorized or fraudulent manner. You are responsible for all transactions performed by you.

#### G. Acknowledgment of Reasonable Security Procedures

By using LAIF Online, you acknowledge and agree that this Agreement sets forth security procedures for electronic financial transactions that are reasonable. You agree to be bound by instructions that LAIF implements in compliance with these procedures.

### 5. Limitation of Liability, Hold Harmless, and Indemnification

If LAIF fails or delays in making a withdrawal or deposit pursuant to your instructions, or if LAIF makes a withdrawal or deposit in an erroneous amount that is less or more than the amount per your instructions, unless otherwise required by law, LAIF's liability will be limited to a refund of or correction to the amount erroneously withdrawn or deposited.

**Unless otherwise required by law, in no event will LAIF be liable for special, indirect or consequential damages including, without limitation, attorney's fees, even if LAIF is advised in advance of the possibility of such damages. LAIF is not liable for any unauthorized LAIF Online transactions.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE STATE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING LAIF ONLINE, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MERCHANTABILITY, OR NON-INFRINGEMENT. THE STATE DOES NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS. THE STATE DOES NOT WARRANT THAT THE WEBSITE, OR THE SERVER THAT MAKES IT AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT THE STATE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

LAIF is not liable for any error or delay on the part of any third party or for any other act or omission of any third party, including your bank or financial institutions and third parties used by LAIF in executing any transaction or performing a related act, and no such third party shall be deemed to be LAIF's agent. Further, LAIF shall not be liable for failure to execute any transaction or perform a related act if such a failure is due to causes or conditions beyond LAIF's reasonable control, including without limitation, strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outages of computers or associated equipment, or failure of transportation or communication methods or power supplies. LAIF does not assert or guarantee that all information displayed on LAIF Online is accurate, current, or complete at all times.

**You agree to indemnify and hold the State and its officers and employees harmless from and against any and all claims, demands, losses, liabilities, and expenses, including attorney's fees and costs, resulting directly or indirectly from your use of LAIF Online, including actions or omissions arising out of, or in connection with, this Agreement, or any actions taken by LAIF pursuant to your instructions.**

#### **6. Accurate Information**

You represent and agree that all information you provide to us in connection with your LAIF Online account is accurate, current and complete, and that you have the right to provide such information to LAIF. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

#### **7. Governing Law**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then you agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### **8. Unauthorized Use and Monitoring**

The LAIF Online system is the property of the California State Treasurer's Office (STO) and may be accessed only by authorized users. Unauthorized use of this system is strictly prohibited and may be subject to criminal prosecution. The STO may monitor any activity or communication on the system and retrieve any information stored within the system. By accessing and using this LAIF Online system, you are consenting to such monitoring and information retrieval for law enforcement and other purposes.