

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

- 1. INTRODUCTION.** This Agreement sets forth the terms and conditions of the online banking and mobile banking services (collectively, "**Digital Banking Services**" and each, a "**Service**"), offered by **Sacramento Credit Union**. In this Agreement, "**you**" refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms "**we**," "**us**" and "**Credit Union**" refer to Sacramento Credit Union. This Agreement supplements, and supersedes where inconsistent, the terms of your account agreement with us. Your use of the Digital Banking Services will be deemed evidence of your agreement to these terms. Digital Banking Services include, without limitation, services that allow you to access your account information, make payments, transfer funds and conduct other banking transactions through the Site ("**Online Banking**"), or from your mobile device ("**Mobile Banking**"). Certain other capitalized terms used in this Agreement are defined in the "Definitions" section below.
- 2. AGREEMENT ACCEPTANCE.** You must read and accept the terms of this Agreement. If you choose not to accept the terms and conditions of this Agreement, your access to Digital Banking Services will not be activated. By accepting this Agreement, you are agreeing to the terms and conditions for all Digital Banking Services whether or not you use them. This Agreement controls all general aspects of your use and access to Digital Banking Services, including, among other things, the use of your "**Electronic Signature**" (as defined below). The terms and conditions of this Agreement pertaining to a particular Service will become applicable at the time when you request access to such Service. When you use or access Digital Banking Services, or permit another person to use Digital Banking Services on your behalf, you acknowledge receipt of this Agreement and agree to be bound by all terms and conditions contained herein, and all applicable terms and conditions contained in other agreements between us and you governing your accounts accessible in connection with Digital Banking Services. You further agree to follow all instructions provided in connection with Digital Banking Services
- 3. OTHER AGREEMENTS.** The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other account agreements, including all disclosures made pursuant to such agreements that you have with Sacramento Credit Union. These terms and conditions supplement and do not replace the Disclosure of Account Information applicable to your account(s) with Sacramento Credit Union.
- 4. AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS.** You agree to receive in electronic format, by electronic mail, website posting or through logged-in website interaction, all Communications related to Digital Banking Services. "**Communications**" means this Agreement, including information that we are required to disclose under the Electronic Fund Transfer Act ("**EFTA**") and its implementing Regulation E, and any amendments, disclosures, notices, privacy policies, and any information that we are required by law to provide to you in writing, and any notice regarding hardware or software changes or access to the Site. Once you have enrolled in Digital Banking Services, periodic updates to this Agreement and other Communications related to your account(s) will be provided electronically only. You may withdraw your consent for receiving electronic Communications at any time. To withdraw your consent, contact us at **(916) 444-6070** or write to us at Sacramento Credit Union, P.O. Box 2351, Sacramento, CA 958122351. To access and retain the Communications electronically, you must have a working connection to

the Internet and software that permits you to receive and access the Communications. If you are unable to receive electronic documents, you must notify us. This Agreement is available for viewing online at any time, and can be downloaded or printed using your computer and a printer. You may request a paper version of this Agreement or any other Communication we provide to you electronically by contacting us at **(916) 444-6070** or by visiting our website [sactocu.org](http://sactocu.org).

**Electronic Signature.** By selecting "Accept" at the end of this document you are signing this Agreement electronically and you agree that you will be legally bound by its terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon, or similar act/action, or to otherwise provide Sacramento Credit Union instructions via Digital Banking, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures, or conditions constitutes your signature, acceptance, and agreement as if actually signed by you in writing (your "**Electronic Signature**"). You also agree that no certification authority or other third-party verification is necessary to validate your Electronic Signature and that the lack of such certification or thirdparty verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between you and us. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

## 5. DIGITAL BANKING

- a. **Description.** Digital Banking Services through desktop or mobile devices provide various services, including, but not limited to, access to your account information, make payments, transfer funds, and receive online statements. You will be automatically enrolled in Mobile Banking when you enroll in Online Banking and vice versa.
- b. **Eligibility.** To be eligible for Digital Banking Services, you must be a member of Sacramento Credit Union in good standing. Joint owners are eligible for Digital Banking Services; provided that only one set of Digital Banking Credentials, such as username and password, will be issued for joint accounts. By using each of Digital Banking Services, you represent that you meet these requirements and that you agree to be bound by this Agreement. We reserve the right to refuse enrollment to any member and to terminate your enrollment in any or all Digital Banking Services.
- c. **Access.** To access Digital Banking Services, you will need a personal computer or mobile device with Internet access and a supported Internet browser. You also need Digital Banking Credentials, such as your username and password. You can access your Sacramento Credit Union accounts and process transactions through Digital Banking 24 hours a day, 7 days a week, except as otherwise provided herein.
- d. **System Unavailability.** Access to Digital Banking Services may be unavailable at times due to system maintenance or circumstances beyond our control. We will make all reasonable efforts to ensure the availability of Digital Banking Services; however, we are in no way liable for system unavailability or any consequential damages that may result.
- e. **Notification and Changes in Terms and Conditions.** The terms and conditions of this Agreement may be modified or amended by us at any time. When changes are made, we will update this Agreement on the Site on or before the effective date, unless an immediate

change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. Any notification, required or appropriate, will be mailed or made available to you online. We may change or amend any part of this Agreement, including changes in terms, conditions and fees, as long as we give you advance notice as required by law. Your continued use of Digital Banking Services after notification of changes will be considered your agreement to be bound by all such changes.

- f. Email Capabilities and Limitations.** Online Banking includes email capabilities allowing you to send and receive secure electronic email messages to and from us. We will not immediately receive and review email messages that you send. We may not act upon requests for stop payments, requests for replacement passwords, reports of lost or stolen passwords or unauthorized transactions, reports of lost or stolen credit, debit and ATM cards, or on any other request in which we would normally require written notification or your authorizing signature, without first confirming the authenticity of the email request/notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. We will not take action based on your email requests until we actually receive your message and have a reasonable opportunity to act. If your request requires immediate attention, contact Member Services at **(916) 444-6070**.
- g. Digital Banking Credentials.** Your Digital Banking Credentials give access to your account(s) through Digital Banking. During your enrollment, you are required to select a username and a password for use with Digital Banking. As a security measure, we will require you to complete additional verification steps before allowing you to access Digital Banking Services. For example, when you attempt to login from a computer or a mobile device we do not recognize, we will ask you to verify your identity by entering a verification code that will be sent to your phone number or email address of record with Sacramento Credit Union.
- h. Security.** Your Digital Banking Credentials are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer or mobile device. You agree to maintain the confidentiality of your Digital Banking Credentials at all times. You also agree to take reasonable precautions to safeguard your Digital Banking Credentials. Digital Banking allows you to change your password. For your protection, you should change your password frequently. If you forget your password or your system access is disabled due to the use of an incorrect password, you must contact Member Services at **(916) 444-6070** to have a temporary password issued to you.

Because your Digital Banking Credentials are the principal security measures used to protect access to your accounts through Digital Banking, you agree not to give or make available any of your Digital Banking Credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided your Digital Banking Credentials. You are responsible for all payments you authorize using Digital Banking Services. If you disclose your Digital Banking Credentials to another person, we may treat such disclosure as your authorization to that person to transfer or withdraw funds from your account(s). If you authorize anyone to use your Digital Banking Credentials, then that authority shall continue until you specifically revoke such authority, including by changing the password or notifying us and obtaining a replacement password. If you disclose your Digital Banking Credentials and/or any other means to access your accounts through Digital Banking to anyone, you assume all risks and losses associated with such disclosure. This means that you are responsible, to the extent permitted by law, for any transactions and

activities performed from your accounts by such person or entity, even those you did not intend them to make. If you fail to maintain security of your Digital Banking Credentials and we suffer a loss, we reserve the right to terminate your access to Digital Banking as well as other deposit and loan services.

- i. **e-Statements.** You may request to receive your account statements online only ("**eStatements**"). You may request e-Statements by clicking on the e-Statements tab, following the required steps, and agreeing to the terms of the Consent to Receive e-Statements/eAlerts/e-Notices.

## 6. ELECTRONIC FUND TRANSFERS

- a. **Coverage.** The EFTA and its implementing Regulation E govern some of the transactions subject to this Agreement, and some terms and conditions included in this Agreement are required by federal law. The following disclosures apply to all electronic fund transfers, as defined in Regulation E, conducted to or from consumer accounts through Digital Banking Services, including, without limitation, electronic fund transfers conducted through Bill Pay Service and Pay-A-Person (P2P) Payment Service.
- b. **Your Responsibility and Liability for Unauthorized Transfers.** You are responsible for all transfers and payments you initiate and authorize using Digital Banking. You are also responsible for monitoring the confidentiality and security of your Digital Banking Credentials. If you permit other persons to use Digital Banking and your Digital Banking Credentials, you are responsible for any transactions they authorize from any of your accounts. Notify us immediately if you believe that your password or any other Digital Banking Credentials have been lost or stolen, that someone has used them or may use them to access your accounts, or that any electronic fund transfer or any other transfer of money has been made without your permission.
- c. **Limits on Transfers and Transactions.** There may be limits on the number or value of transactions you may initiate through Digital Banking. Transfers will be allowed if collected funds are available in your account or sufficient credit is available on your line of credit. You cannot initiate transfers using Digital Banking to or from certificate accounts, individual retirement accounts, or any restricted accounts.
- d. **Transaction Limitations on Savings and Money Market Accounts.** You are allowed a total of six (6) transfers and withdrawals by automatic overdraft, telephone transfers, personal computer transfers, mobile device transfers or preauthorized transfers per calendar month from your savings or money market accounts.
- e. **Finance Charges on Loan Transfers.** Each transfer made from your credit card account, home equity line of credit account or any other revolving line of credit account you may have with us, is considered a cash advance. There may be cash advance fees associated with certain line of credit accounts, and finance charges will begin to accrue from the effective date of each loan transfer in accordance with the terms of your credit agreement(s).
- f. **Funds Availability and Accrual of Dividends.** Funds from electronic fund transfer credits/deposits will be available 7 calendar days after the date of deposit. Dividends begin to accrue on the effective date of the transfer.
- g. **Future Dated Transfers.** Future dated transfers are transactions that can be scheduled up to one year in advance of the desired transaction date. All future dated transfers will be processed at 1:00 p.m. Pacific Time on the scheduled date of transfer.

- h. Frequency of Transfers.** Transfers can be requested for one time only or scheduled to automatically recur weekly, monthly, quarterly or annually. Recurring transfers can be open ended and continue indefinitely until canceled, or they can be limited to a specific number of occurrences as established by you, subject to the transaction limitations on savings and money market accounts.
- i. Processing Dates, Funds Availability and Cancellation Instructions for Transfers.** For transfers that are to be processed on the date they are initiated, funds are immediately deducted from your account and cannot be canceled for any reason once the transfer request has been completed. Sufficient funds must be available in the account from which the transfer is being made at the time of transfer. For future dated transfers, sufficient funds must be available in the account from which the withdrawal is being made no later than 1:00 p.m. Pacific Time on the scheduled transfer date. Any request to cancel or delete a future dated transfer must be made prior to 1:00 p.m. Pacific Time on the transaction date.
- j. Electronic Presentment and Payment of Checks.** In some cases when you write a check to a merchant in payment of goods or services, the merchant may present that check electronically for payment instead of sending us the paper check. Generally, merchants who make use of electronic presentment of checks will inform you of their intention to do so at the time you give them your check. When we receive these items in electronic form, they will be debited against your account the same as if we had received the actual paper checks; however, these transactions are covered under the provisions of the EFTA. When you provide information to a merchant from your personal check (such as the MICR encoded routing, account and serial numbers), and the check is converted into an electronic fund transfer to debit the funds from your account, this is covered under the provisions and protections of the EFTA.

When a paper check has been returned unpaid to a merchant because there are not sufficient funds in your account to cover it, the merchant may re-present the check to us electronically. The check represented electronically can be processed as an ACH payment up to three (3) times until it clears (that includes the first presentment, which may or may not have been in check form). Re-presented check entries, which result from the original check being processed in paper form, are NOT covered under the EFTA; they are covered by the UCC, and Regulation CC.

If you wish to place a stop payment order on a check that you have given to a merchant who intends to present it to us electronically, we must receive your stop payment order in the manner required by law and in such time and manner that allows us a reasonable opportunity to act upon it before we receive the electronic debit entry.

- k. Right to Stop Payment on Electronic Transfers.** A stop payment order cannot be placed once an electronic fund transfer has been initiated by you and accepted by the system, or a bill pay transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. Please note that transfers cannot be corrected via Digital Banking when made as transfer/payments to closed-end loan accounts. Contact us immediately if you require reversal of these transactions or need additional assistance. For further information on placing stop payments on bill pay transfers before payment is made, refer to the "Bill Pay"

section below. You agree to indemnify and hold us harmless against any and all claims you or any third party may have arising from or in connection with your failure to timely request a stop payment in accordance with the terms and conditions of your agreements with us.

- l. Stop Payment on Preauthorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Contact our Member Services at **(916) 444-6070**, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after your call. Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of your intention. We will charge you for each stop payment order in accordance with our Fee Schedule. If you order us to stop one of these electronic payments three (3) Business Days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages proximately caused by us.
- m. Confidentiality.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transfers you make in the following situations: (a) where it is necessary for completing transfers; (b) to comply with government agency or court orders, such as a lawful subpoena; (c) to persons authorized by law in the course of their official duties; (d) to a consumer reporting agency as defined by applicable law; (e) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; (f) to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (g) as disclosed in our privacy notice previously delivered to you; (h) if you give us your written permission; or (i) as otherwise permitted by applicable law.
- n. Fees and Charges.** We do not charge fees for making electronic fund transfers; however, other fees and charges associated with your account(s) will continue to apply. There may be fees and charges related to the Bill Pay Service, Pay-A-Person (P2P), External Transfer, ACH, and Wire Transfer Service if used by you. Refer to our Fee Schedule for details on fees and service charges. You are solely responsible for the payment of any Internet service provider, telephone and utility company charges incurred in connection with accessing Digital Banking Services.
- o. Our Liability.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses and damages; however, there are some exceptions. We will NOT be liable, for instance:

  - i. If, through no fault of ours, you do not have enough available funds in your Account to make the transfer;
  - ii. If the transfer would exceed any permitted overdraft line you have with us;
  - iii. If circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
  - iv. If the funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
  - v. If the password or transaction information or other information you have provided is incorrect, incomplete, ambiguous, or untimely;

- vi. If the system was not working properly and you know or have been advised about the malfunction before you execute the transfer;
- vii. If you are in default on an account to which you are attempting a transfer; or
- viii. There may be other exceptions stated in our agreement with you.

In addition, we will also have no liability whatsoever for failure to complete a payment or transfer you initiate or attempt to initiate through Digital Banking under any of the following circumstances:

- ix. If you did not properly follow software or Digital Banking instructions on how to make the transfer or payment;
- x. If you did not give us complete, correct and current instructions or information to process your transaction request, including, without limitation, the Eligible Transaction Account, External Account and Biller information; xi. If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor;
- xii. If we made a timely payment but the payee/vendor did not promptly credit your payment after receipt;
- xiii. If your personal computer, mobile device and/or software malfunctioned for any reason;
- xiv. If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet service provider service failure; or xv. If we blocked the transfer to protect the integrity or security of the system.

- p. **Errors or Questions.** In case of errors or questions about your electronic fund transfers, you should notify us as soon as possible by calling Member Services at **(916) 444-6070**, writing us at Sacramento Credit Union, P.O. Box 2351, Sacramento, CA 95812-2351, or sending us a secure message through Digital Banking. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

## 7. TRANSFERS

- a. **Internal Transfers.** You may use Digital Banking to make one-time or recurring transfers between eligible accounts held with us. Internal transfer can be transfers between your Sacramento Credit Union accounts, or transfers to another member's Sacramento Credit Union account. We reserve the right at any time to restrict or prohibit transfer capabilities on specific types of accounts.
- b. **External Transfers.** You may use Digital Banking Services to transfer funds between your Sacramento Credit Union accounts and your accounts at other financial institutions ("**External Transfer Service**"). Sacramento Credit Union account types that qualify as eligible accounts for the External Transfer Service include checking, money market, and savings. Other financial institutions may have restrictions regarding transfers into and out of various accounts. We are not responsible for any costs or losses arising out of transfers that are not permitted by another financial institution. Please refer to your other financial institution's terms and conditions relating to incoming and outgoing transfers. The following types of transfers are available through the External Transfer Service: (1) a one-time transfer for which processing is initiated immediately, (2) a one-time transfer for which processing is

initiated at a later specified date, and (3) a recurring series of transfers for which processing is initiated on the specified dates.

- i. **Authorization.** You represent and warrant that you are either the sole owner or a joint owner of the eligible accounts and the external accounts and that you have all necessary legal right, power and authority to transfer funds between the eligible accounts and the external accounts. You represent and warrant that the external accounts are located in the United States.

When we receive transfer instructions from you, you authorize us to (i) debit your eligible account and remit funds on your behalf to the external account designated by you and to debit your applicable account for any service fees and additional charges associated with the External Transfer Service as disclosed in our Fee Schedule; or, as applicable, to (ii) credit your eligible account and remit funds on your behalf from the external account designated by you and to debit your applicable account for any service fees and additional charges associated with the External Transfer Service. You also authorize us to reverse a transfer from the applicable account if the debit is returned from the other account in the transaction for any reason, including, but not limited to, nonsufficient funds.

It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

- ii. **Processing.** We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the circumstances described in the "Our Liability" subsection within the Electronic Fund Transfers section above, or if the transfer is refused as described in the "Refused Transfers" section below.
- iii. **Transfer Methods and Amounts.** The "Payment Methods" section of the Bill Pay applies to the External Transfer Service.
- iv. **Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the External Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your account that we debited for the funds transfer.
- v. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact us as provided herein. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. The charge for each request will be the current charge for stop payment orders as set out in our Fee Schedule.
- vi. **External Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the External Transfer Service. Applicable fees will be

disclosed in the user interface for, or elsewhere within, the External Transfer Service or Site. Any applicable fees will be charged regardless of whether the External Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the External Transfer Service will be charged against the account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable account you hold with us or the account that is debited for the funds transfer, depending on how such charges are described in the user interface for the External Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply.

- vii. **Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.
- viii. **Returned Transfers.** In using the External Transfer Service, you understand that transfers may be returned for various reasons such as, but not limited to, the external account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended account or void the transfer and credit your account from which you attempted to transfer funds. You may receive notification from us.

## 8. BILL PAY

- a. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a nonBusiness Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.
- b. **The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.
- c. **Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize

the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- ii. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- iii. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

- iv. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges

**d. Payment Methods.** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

**e. Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**f. Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Member Services. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**g. Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

**h. Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted, or misdirected payments will be the sole responsibility of you and not of the Service.

**i. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- i. **Information provided to the Biller** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- ii. **Activation** - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- iii. **Authorization to obtain bill data** - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- iv. **Notification** - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- v. **Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- vi. **Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely

payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

- vii. **Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **j. Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **k.**

#### **Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling Member Services at (916) 444-6070 during business hours.

#### **l. Your Liability For Unauthorized Transfers**

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 your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### **m. Errors And Questions**

In case of errors or questions about your transactions, you should notify us as soon as possible by calling Member Services at **(916) 444-6070** or writing us at Sacramento Credit Union, P.O. Box 2351, Sacramento, CA 95812-2351

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in

question, and explain as clearly as possible why you believe it is an error or why you need more information; and, 3. Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten(10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**n. Disclosure Of Account Information To Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- i. Where it is necessary for completing transactions;
- ii. Where it is necessary for activating additional services
- iii. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- iv. To a consumer reporting agency for research purposes only;
- v. In order to comply with a governmental agency or court orders; or,
- vi. If you give us your written permission.

**o. Service Fees And Additional Charges**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**p. Failed Or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- i. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- ii. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

- iii. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- iv. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- v. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**q. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

**r. Address Or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Member Services. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**s. Service Termination, Cancellation, Or Suspension**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact us by calling Member Services at **(916) 444-6070** or writing us at Sacramento Credit Union, P.O. Box 2351, Sacramento, CA 95812-2351.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**t. Biller Limitation**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**u. Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number not valid; Biller is unable to locate

account; or Biller account paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

**v. Information Authorization**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**w. Disputes**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Member Services says and the terms of this Agreement, the terms of this Agreement will prevail.

**x. Assignment**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**y. No Waiver**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. **z. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**aa. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## 9. PAY-A-PERSON (P2P) SERVICE

- a. Description of Service.** The Pay-A-Person (P2P) Service enables you to initiate a payment transaction from an Eligible Transaction Account to an account at a U.S. financial institution. Although the ACH Network is often used to execute Pay-A-Person (P2P) Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time..
- b. Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change will constitute your agreement to such changes. Further, we may, from time to time, revise or update the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions and updates.
- c. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party.
- d. Notices to Us Regarding the Service.** Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Sacramento Credit Union, P.O. Box 2351, Sacramento, CA 95812-2351
- e. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed payment transactions, alerts for validation and notices of receipt of payment transactions) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in section d above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

- f. Calls to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receive autodialed and prerecorded message calls from us at that number for non-marketing purposes.
- g. Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.
- h. Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- i. Prohibited Payments.** The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

  - (a) Payments to or from persons or entities located in prohibited territories; and (b) Payments that violate any law, statute, ordinance or regulation; and (c) Payments that violate the Acceptable Use terms in section below; and (d) Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and (e) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and (f) Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and (g) Tax payments and court ordered payments. In addition to the abovereferenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your

sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section d above of any violations of this section or the Agreement generally.

- j. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section d above of any violations of this section or the Agreement generally.

**k. Payment Authorization and Payment Remittance.**

- (a) By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.
- (b) When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.
- (c) You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that we have no responsibility to investigate discrepancies between account names and account numbers.
- (d) You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

- (e) The Service will use its best efforts to make all your payments properly; which may include grouping payments that share the same remittance destination and estimated arrival date as determined by the United States Postal Service. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
- (1) If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the credit limit of your overdraft account;
  - (2) The Service is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction; (3) The payment is refused as described in Section o below;
  - (4) You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a payment transaction; and/or,
  - (5) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.
- (f) It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.
- I. Initiation of Payment Transactions.** You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. Payment transactions initiated to Receivers are processed by providing contact information about the Receiver (including an email address or mobile telephone number) and the Pay-A-Person (P2P) Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver and then (ii) provide Eligible Transaction Account information in order to complete the payment transaction (a "Two-Step Transfer"). You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the Pay-A-Person (P2P) Service, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. The funds will be transferred into the Receiver's Eligible Account as early as the same Business Day. If you request a one-time payment transaction to be initiated on a specified date or a recurring

series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). The funds will be transferred into the Receiver's Eligible Account as early as the same Business Day. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Pay-A-Person (P2P) Service with certain required information such as his or her Eligible Transaction Account information.

- a. **Payment Methods and Amounts.** We impose limits on the amount of money you can send or receive through our Service. These limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.
- b. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a payment transaction or stop a payment transaction at any time until the processing of the payment transaction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a payment transaction or recover funds associated with an unauthorized payment transaction will depend on the manner in which the payment transaction was initiated, and whether the payment transaction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized payment transaction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting Member Services. The charge for each stop payment or fund recovery request will be the current charge for such stop payment or funds recovery service as set out in the applicable fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a payment transaction, the Receiver is not required to accept the payment transaction. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment transaction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
- c. **Your Liability For Unauthorized Transfers.** Immediately following your discovery of an unauthorized payment transaction, you shall communicate with Member Services for the Service in the manner set forth in section above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains

payment transactions that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

- d. Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service may receive text messages relating to their payment and other notices. You will receive text messages related to your payment transactions from time to time. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- e. Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your Personal Payment transaction for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.
- f. Failed Or Returned Payment Transactions.** In using the Service, you are requesting us to attempt to make payments for you from your Eligible Transaction Account. If we are unable to complete the payment transaction for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the payment transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment transaction), the payment transaction may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

  - (a) You will reimburse us immediately upon demand the amount of the payment transaction if we have delivered the payment to the Receiver but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
  - (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
  - (c) You may be assessed a fee by our service provider and by us if the payment transaction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit

- of your Eligible Transaction Account, to cover the requested transfer, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your account agreement with us. You hereby authorize us to deduct these amounts from your designated Eligible Transaction Account, by ACH debit;
- (d) You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you; and
- (e) We are authorized to report the facts concerning the return to any credit reporting agency.
- g. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Changes can be made through your Service account, within the user interface of the Service or by contacting Member Services for the Service as set forth in section above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.
- h. Refused Payments.** We reserve the right to refuse to pay any Receiver. We will notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- i. Returned Payments.** In using the Service, you understand that Receivers may reject payment transactions or otherwise return payments. We will use reasonable efforts to complete payment transactions initiated through the Service.
- j. Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service as a Sender, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling,

enhancement and improvement, system analysis and to analyze the performance of the Services.

- k. Service Termination, Cancellation, or Suspension.** In the event you wish to cancel the Service, you may contact us as set forth in section above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. We may terminate or suspend your use of the Service at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

- l. Errors, Questions, and Complaints.**

- (a) In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in section above.

- (b) If you think your transaction history is incorrect or you need more information about a transaction listed in the transaction history, we must hear from you no later than sixty (60) days after the transaction in which the problem or error appears is first posted in the transaction history. You must:

- 1. Tell us your name;
    2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and, 3. Tell us the dollar amount of the suspected error.

- (c) If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

- m. Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time.

- n. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of

this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

- o. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding nonappearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and the judgment there may be entered in any court of competent jurisdiction. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration.
- p. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under section above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.
- q. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the Service.
- r. Release.** If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive California Civil Code 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

- s. **No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- t. **Exclusions of Warranties.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

#### **10. MOBILE DEPOSIT ("Mobile Deposit Service," "Check Deposit Service" or "Service")**

- a. **Description of the Service.** The Service enables you to use a Sacramento Credit Union's Mobile Banking application and certain hardware (such as a Smartphone or other mobile device) to (i) create electronic images of the front and back of certain Paper Items<sup>1</sup> and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:
  - i. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
  - ii. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
  - iii. Present or post any Electronic Item for which we are the Paying Bank.
- b. **Qualification.** In order to enroll in the Service, you must be designated as an authorized signer or owner of a Credit Union Account (an "Account") that is eligible for this Service, and be approved by the Credit Union.
- c. **Conditions to Provision of the Service.** As conditions to provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to Sacramento Credit Union Online Banking, and (c) comply with such restrictions on the Service as we may communicate to you from time to time. Your use of the Service constitutes your acceptance of this Agreement. The Credit Union reserves the right to change the terms and charges for the Service described in this Agreement by notifying you of such change in writing and the Credit Union may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Service will indicate your acceptance of the revised Agreement.
- d. **Compliance with Laws.** You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Service, as well as all laws relating to the banking

transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Service we provide. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity shall survive termination of your Account with us and this Agreement.

- e. **Limitations of Service.** When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.
- f. **Fees.** The Service is provided at no charge to you at this time. We may, upon at least thirty (30) days prior notice to you, to the extent allowed by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at the Credit Union from which fees for the Service will be debited (your "Billing Account"). If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.
- g. **Creating and Transmitting Electronic Items to the Credit Union.** You agree to photograph and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Regulation CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in California. You understand and agree that the following items may not be deposited through the Service: international checks, "remotely created checks" as defined by Regulation CC (whether in paper form or electronically created), checks drawn against a line of credit, cash, any third party check (i.e., any item that is made payable to another party and then endorsed to you by such party), any item drawn on your personal Account at the Credit Union, any item that contains evidence of alteration to the information on the check, any check previously converted to a "substitute check" as defined in Regulation CC, any item that is "stale dated" more than six (6) months prior to the date of deposit, any item that is "post dated" after the date of deposit, any item stamped "non-negotiable" (whether stamped in print or as a watermark), any item that has been re-deposited or returned such as "non-sufficient funds" or "refer to maker" or returned for any other reason, any item that is incomplete, or savings bonds. Deposits of this nature will result in the immediate termination of the Service. Except as noted in the preceding sentence, only checks, money orders, cashier's checks, or traveler's checks, drawn on or payable at or through a U.S. bank, can be transmitted through the Service. Additionally, only Items that are made payable to, and endorsed by, you may be transmitted through the Service.
- h. **Check Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to taking the picture of the Paper Item, you will restrictively endorse any item transmitted through the Service as "For Mobile Deposit Only" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

The photographed image of the check transmitted to us using the Service must accurately and legibly provide, among other things, the following information: (a) your endorsement; (b) the information identifying the drawer and the Paying Bank that is preprinted on the check, including complete and accurate MICR information and the signatures; (c) the restrictive endorsement "For Mobile Deposit Only" on the back of the check; and (d) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, including the requirements under Regulation CC, or any other regulatory agency, clearing house or association.

- i. **Processing Your Electronic Item(s).** If you transmit your Electronic Item(s) to the Credit Union before 3:00 PM Pacific Time (the "Cut-Off Time") on any Business Day,<sup>2</sup> we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by the Credit Union when the Service generates a confirmation message. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive.
- j. **Exception Items.** Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). Exception Items include, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on a bank or banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through the Sacramento Credit Union Mobile Deposit History, or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between you and the Credit Union. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit your obligation to the Credit Union under Paragraph U. We are not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.
- k. **Deposits to the Account.** Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item and provide a confirmation message in accordance with Paragraph I. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Sacramento, California.

You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use in accordance with the terms and conditions of our Regulation CC policy previously provided to you. You understand that we may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. You also understand that credit is provisional until settlement is final, and you agree to indemnify us against any loss we suffer because of our acceptance of the check deposited through the Service.

- l. Email Address.** You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of items deposited through the Service.
- m. Unavailability of Service.** You understand and agree that the Service may at times be temporarily unavailable due to Credit Union system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Service is unavailable, you acknowledge that you can deposit an original Paper Item at our branches or through our ATMs or by mailing the original Paper Item to Sacramento Credit Union, PO BOX 2351, Sacramento, CA 95812-2351. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us.
- n. Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time.
- o. In Case of Errors.** You agree to immediately notify us of any suspected errors regarding checks deposited through the Service by calling (916) 444-6070.
- p. Periodic Statement.** Any deposits made through the Service will be reflected on your monthly periodic statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Service by no later than sixty (60) days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.
- q. Ownership & License.** You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (a) in any anti-competitive manner, (b) for any purpose which would be contrary to the Credit Union's business interest, or (c) to the Credit Union's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.
- r. Security Procedures.** Any individual authorized by you to access the Service (a "User") shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by the Credit Union shall have access to any Security Credentials you or your Users create.

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR

DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (a) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (b) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT THE CREDIT UNION PROVIDES YOU WITH RESPECT TO THE SERVICE AND (c) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY THE CREDIT UNION IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

- s. DISCLAIMER OF WARRANTIES.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.
- t. LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICE, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- u. Your Warranties to the Credit Union.** You represent and warrant to the Credit Union that:
- i. You will use the Service only for Paper Items that are payable to, and indorsed by, you. You will add the restrictive endorsement "For Mobile Deposit Only."
  - ii. You will properly secure all hardware you use in connection with the Service (including, but not limited to, the hardware containing the Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for

secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. You agree that after transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of thirty (30) calendar days, but no longer than sixty (60) calendar days, from the transmission date (the "Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items.

During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item. You understand and agree that you are responsible for any loss caused by your failure to secure the original Paper Items. You agree never to represent the check. During the Retention Period, you will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for the Credit Union's audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

- iii. You will not submit any duplicate Electronic Items to us. iv. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item.
- v. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.
  - vi. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us. vii. You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.
  - viii. You will not store or make a back-up copy of the Electronic Item(s). ix. Any User of the Service is at least 18 years of age.
  - x. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original Paper Item, without any alteration, and the drawer of the check has no defense against payment of the check.
  - xi. Other than the digital image of an original Paper Item that you deposit through the Service, there are no other duplicate images of the original Paper Item. xii. Each original Paper Item was authorized by the drawer in the amount stated on the original Paper Item and to the payee stated on the original Paper Item. xiii. You have not knowingly failed to communicate any material information to us.
  - xiv. You will not use the Service and/or your Account(s) for any illegal activity or transactions.
  - xv. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- v. **Your Agreement to Indemnify the Credit Union.** You understand and agree that you will indemnify, defend, and hold harmless Sacramento Credit Union, its directors, officers, employees, and agents (collectively in this Paragraph V, "Indemnities") from and against any and all actions, liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnities arising

directly or indirectly out of your use of the Service and/or breach of this Agreement. You understand that this Paragraph V shall survive the termination of this Agreement.

- w. Termination.** You may, by written request, terminate the Service provided for in this Agreement. We may terminate your use of the Service at any time upon written notice. In the event of termination of the Service, you will remain liable for all transactions performed on your Account.
- x. Right to Audit.** We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by the Credit Union in the course of such audit.
- y. Relationship to Other Disclosures.** The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your Account.
- z. Governing Law.** You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.
- aa. Changes in Financial Circumstances.** You understand and agree that you must inform us immediately in the event your financial circumstances change. This includes, but is not limited to, notification of the following: (a) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your accounts with us; (b) a judgment or judgments is entered against you in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (c) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (d) an adverse change occurs in your financial condition or applicable credit histories; or (e) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us any financial records we reasonably request to determine your financial status during the term of this Agreement.
- bb. Confidentiality.** You acknowledge and agree that confidential data relating to the Service, marketing strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.
- cc. Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
- dd. Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

**ee. Force Majeure.** You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from any delay in the Services due to causes beyond our reasonable control.

**ff. Other Terms.** You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

**gg. Definitions.**

- i. GG.1 Check (as defined in Regulation CC) a negotiable demand draft that is drawn on:
  - 1) Or payable through or at an office of a bank or credit union;
  - 2) A Federal Reserve Bank or a Federal Home Loan bank
  - 3) The Treasury of the United States;
  - 4) A state or local government that is not payable through or at a bank or credit union
  - 5) A United States Postal Service money order;
  - 6) A Traveler's check drawn on or payable through or at a bank or credit union 7) An original or substitute check.
- ii. GG.2 Item (as defined in Article 4 of the California Commercial Code) means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.
- iii. GG.3 Remotely Created Check (as defined in Regulation CC) A check that is not created by the paying bank and does not bear a signature by the person on whose account the check is drawn, but is authorized by the account owner.
- iv. GG.4 Substitute Check (as defined in Regulation CC) is a check reproduction of an original check that
  - 1) Contains an image of the front and back of the original check;
  - 2) Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured.
  - 3) Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and suitable for automated processing in the same manner as the original check.

<sup>1</sup>A "Paper Item" is an Item that is in paper form. For purposes of this Agreement, an "Item" includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier's check or traveler's check.

<sup>2</sup>A "Business Day" is every day except Saturdays, Sundays, and federal holidays.

## **11. e-STATEMENTS/e-ALERTS/e-NOTICES**

### **a. E-Alerts**

- i. **Description of e-Alerts.** e-Alerts allows you to request and receive messages about your eligible account(s). You may receive alerts through email message(s) and/or

text enabled cell phones . Each alert will be effective after set up of the alert parameters and delivery points using the alerts service.

- ii. **Registration for alerts.** You must enroll in the e-Alerts/e-Statement Service to use the alerts option. Upon enrollment, you will be signed up for default alerts. To receive additional alerts, you or your authorized representative must configure additional alerts separately.
- iii. **Email security and delivery timing.** You agree that each alert may not be encrypted, and may include your name and information pertaining to your account(s). Receipt of any alert may be delayed, or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any alert. Sacramento Credit Union will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any alert; (b) inaccurate content in an alert; (c) your use or reliance on the contents of any alert for any purposes. We reserve the right to terminate any request from you, for any alert, at any time. The information in any alert may be subject to certain time lags and/or delays. You will manage the types and timing of your alerts, and the alerts may be stopped or suspended by you at any time.

#### **b. e-Statements**

**i. Description of e-Statements.** We offer online statements for certain Eligible Accounts, allowing you to replace your mailed (paper) statement with an electronic version (PDF) that you can view on the Site, save to your computer, or print at your convenience. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your Eligible Account may be delivered to you electronically. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your Eligible Accounts or Online Financial Services. From time to time, we may add to, modify, or delete any feature of online statements in our sole discretion. **ii. Eligible accounts for e-Statements.** Most consumer checking, savings, money market and loan accounts that have recurring periodic statements are eligible for online statements.

**iii. Enrollment for e-Statements.** The e-Statement option for Eligible Accounts is available if you have enrolled in the Service and provided us with a valid email address for the Service. Enrolling for e-Statements will automatically mean that we will no longer mail paper statements to you for that account. With respect to deposit accounts, you may view online images of the individual checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. Additional fees for photocopies may apply. We may, in our discretion, apply your current e-Statement delivery elections for an existing eligible account to any account that replaces or refinances the existing eligible account.

**iv. Accessing your e-Statements.** Your e-Statement and legal notices and disclosures will be presented to you on the Site. You will need to ensure that your computer software meets the requirements provided on the Site in order to view, print, and/or save your online statement and legal notices. Depending on the type of account, your statements are available online for up to a maximum of 3 years. The statements for some types of eligible accounts are only available for shorter periods. You will continue to have the

option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details.

- v. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY.** By using Digital Banking Services, you acknowledge you agree to the terms and conditions of the SCU e-Alerts/eStatements Supplemental Agreement, you elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including:
- Truth in Lending Act
  - Truth in Savings Act
  - Fair Credit Reporting Act
  - Electronic Funds Transfer Act
  - Home Mortgage Disclosure Act
  - Fair Housing Act
  - Equal Credit Opportunity Act
  - Consumer Leasing Act
  - National Credit Union Act
  - California Credit Union Act
  - Privacy Notice
  - Opt Out Notice
  - SCU e-Alerts/e-Statements Enrollment Form

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. By using Digital Banking Services, you also authorize us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all.

- vi. SECURITY MEASURES.** We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. YOU UNDERSTAND THAT THESE INDUSTRY STANDARDS ARE DYNAMIC AND CONSTANTLY DEVELOPING. BY USING Digital Banking, YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE RISKS TO ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S) AND NOTICES, INCLUDING, BUT NOT LIMITED TO, DELAY OR FAILURE OF DELIVERY DUE TO TECHNICAL DIFFICULTIES, WEATHER CONDITIONS (INCLUDING BUT NOT LIMITED TO SUN SPOTS), MATTERS BEYOND OUR REASONABLE CONTROL OR INTERCEPTION AND/OR ALTERATION OF SUCH ACCOUNT STATEMENT(S) AND NOTICES BY THIRD PARTIES IN SPITE OF THE CREDIT UNION'S COMMERCIALLY REASONABLE SECURITY MEASURES. BY USING Digital Banking, YOU REPRESENT THAT YOU HAVE CONSIDERED OUR SECURITY MEASURES AND FIND THAT OUR SECURITY MEASURES ARE COMMERCIALY REASONABLE. IN REACHING THIS CONCLUSION, YOU HAVE CONSIDERED THE HISTORICAL AND POTENTIAL FUTURE CONTENT OF YOUR ACCOUNT STATEMENT(S), THE RISKS ASSOCIATED WITH ELECTRONIC DELIVERY OF ACCOUNT STATEMENT(S) AND OUR SECURITY PROCEDURES. IF YOU CONCLUDE THAT OUR

SECURITY PROCEDURES CEASE TO BE COMMERCIALY REASONABLE IN THE FUTURE, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH BELOW. **vii. E-MAIL ADDRESS.** It is your responsibility to notify us if you change your email address. Unless otherwise prohibited by law, rule or regulation, if our email to you is returned as undeliverable, we may discontinue sending email messages, discontinue future online statements and switch your account statements to paper statements sent by U.S. Postal Service until you provide us with a valid email address. You may change your email address by going to Digital Banking, clicking on e-Statements/e-Alerts and clicking on the Alert Addresses Tab. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If you have a "multiple-party account" as defined in the Rules, your e-mail address may be changed using the procedure described above by any authorized party to your account. The credit union shall have no obligation or liability to any of the parties to a joint account if the e-mail address is changed using the procedures set forth above.

**viii. PROMPT REVIEW OF e-Alerts/e-Statements.** Your e-statement will be dated the day the e-statement notification is sent to you by e-mail (the "E-mail Date"). You must promptly review your e-statement and any accompanying items and notify us in writing or via email at [memberservices@sactocu.org](mailto:memberservices@sactocu.org) (within the applicable time periods specified in

the Rules) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your reviewers. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-statement.

**ix. UNAUTHORIZED ACCESS.** You agree that the Credit Union has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Credit Union will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

**x. DISCLAIMER OF WARRANTY.** WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE PROGRAM USED TO ACCESS THE E-Alerts/E-Statements SERVICES, AND WE DO NOT WARRANT THAT THE SOFTWARE PROGRAM OR THAT E-Alerts/EStatements SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM OR THE SCU E-Alerts SERVICES WE PROVIDE UNDER THIS AGREEMENT. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**xi. NOTICE OF UNAUTHORIZED ACCESS.** If you believe your e-Statement is lost or that someone has obtained access to your e-Statement without your permission, call us at (916) 444-6070 or write us at Sacramento Credit Union, PO Box 2351, Sacramento, CA, 95812-2351.

- xii. LIABILITY; INDEMNIFICATION.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED IN THIS AGREEMENT, WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE e-Alerts/e-Statements SERVICES AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

WE SHALL BE LIABLE ONLY FOR MATERIAL LOSSES WHICH ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SCU E-Alerts SERVICES. WE SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM ANY eAlerts/e-Statements SERVICES OR FOR ANY DISRUPTION OR DELAY IN PERFORMING SCU

E-Alerts SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATIONS SYSTEMS, YOUR ISP, OR WEATHER CONDITIONS. WE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES OR INDIRECT LOSS UNDER ANY CIRCUMSTANCES. EXCEPT TO THE EXTENT THAT WE ARE LIABLE UNDER THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD US AND OUR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THESE SCU E-Alerts SERVICES. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**xiii. TERMINATION/AMMENDMENT**

- 1)** Termination of e-Alerts. Either you or the Credit Union may terminate your use of the e-Alerts option at any time. Termination of e-Alerts can be made separate from e-Statements and does not constitute a termination of this Agreement.
- 2)** Termination of e-Statements. Either you or the Credit Union may terminate your use of e-Statements at any time. Termination of e-Statements cannot be made separate from e-Alerts and constitutes a termination of this Agreement as described below. This Agreement shall remain in full force and effect until it is terminated by either party. We also have the right to terminate this Agreement, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including the Rules. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any amendment or revision to this Agreement must be executed in writing by an authorized party to your account and attached to our copy of the Agreement as well as noted in our account records.  
By terminating this agreement, you may be charged for receiving paper copies of your statements (see separate fee schedule).

- xiv. GOVERNING LAW/JURISDICTION/SEVERABILITY.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or

State court sitting in the State of California for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Sacramento County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

- xv. ARBITRATION.** This agreement incorporates by reference the terms and provisions of an arbitration agreement located in the rules, which governs accounts and other agreements and services offered by the credit union and pursuant to which the depositor and the credit union agree, upon the request of the depositor or the credit union, to submit to mandatory binding arbitration any "dispute" as that term is defined in the rules

## 12. ACH AND WIRE TRANSFER

- a. Governing Law.** The Credit Union sends and receives ACH and wire transfers through Fedline. We may accept funds which have been transmitted through wire transfers or one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such funds shall be construed in accordance with and governed by the laws of the State of California as provided by the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions and wire transfers involving members' accounts. The law governing Fedline transfers is Regulation J under the Code of Federal Regulations and Article 4A of the Uniform Commercial Code. The law governing International Outgoing Wire Transfers sent for personal, family, or household purposes is Regulation E – Subpart B of the Code of Federal Regulations.
- b. Cutoff Time.** Outgoing wire transfers must be requested by 1:00 p.m. Pacific Time, Monday through Friday, for the wire to be sent the same day. Requests received after 1:00 p.m. Pacific Time will be processed the next business day.

ACH Payments and ACH Collection requests must be submitted by 2:00 p.m. Pacific Time, Monday through Friday, for the ACH payment or ACH collection to settle the next business day.

- c. Payment and Fees.** The Credit Union has the right to charge your account for the amount of any ACH or funds transfer initiated by you or by any joint owner or other authorized party with the right of access to the account from which the ACH or funds transfer is to be made. SCU may charge reasonable service charges for services relating to ACH and/or Wire Transfers. Such fees and charges shall be set forth on the Credit Union's Fee Schedule, and which may be deducted from members' accounts.
- d. Identification of Beneficiary.** If you identify the Beneficiary, Receiving Bank, Beneficiary Bank, or Intermediary Bank by name and number, payment of the ACH or wire transfer may be made based on the number alone, even if it identifies a beneficiary or bank different from the one identified by you on the ACH or wire transfer request.
- e. Hold Harmless Agreement.** The Credit Union may, in its sole discretion, reject any ACH or funds transfer request which: (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to the Credit Union's satisfaction or which the Credit Union reasonably believes may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a

lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule or regulation. You understand and agree that the Credit Union shall incur no liability for any loss occasioned by the Credit Union's refusal to accept any ACH or funds transfer order.

To the extent allowable under applicable law, you agree to hold the Credit Union harmless from any loss which occurs if your instructions are incomplete, ambiguous, or incorrect. We are not required to seek clarification from anyone regarding ambiguous instructions. If we cannot complete a transfer (e.g. because of an ambiguity), we will notify you orally or in writing by the end of the next business day.

- f. Cancellation and Amendment.** An ACH or Wire Transfer request is final and cannot be canceled or changed by you. However, at your request, the credit union can attempt to cancel or change it, but we will not be liable if we are unable to do so. Fees may apply and may be deducted from your account.
- g. Notice of Receipt and Disbursal of Funds.** Under the NACHA operating rules of which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. We will continue to notify you of the receipt and disbursal of funds in the periodic statements we provide to you.
- h. Dividends Paid on Funds.** Dividends will be paid according to the dividend rate on the credit union account to which the funds were directed or deposited.
- i. Same-Day Availability.** Funds from ACH and wire transfers to your account will be available on the day we receive the deposit.
- j. Provisional Payment.** Credit given by us to members with respect to an ACH credit entry is provisional until we receive final settlement for the entry through the Federal Reserve Bank. If the credit union does not receive final settlement, members are hereby notified and agree that the credit union is entitled to a refund of the amount credited to members' accounts in connection with the entry. We will reverse the entry and debit the member's account accordingly. Member is liable for the balance and any attorney fees and costs associated with the credit union's attempted collection for any unpaid balance owed.
- k. Illegal Activity.** Incoming and outgoing ACH and wire transfer service cannot be used in any illegal manner, and/or for any illegal purpose, including, but not limited to illegal internet gambling.
- l. Disclosure Amendments.** The credit union may amend the terms of this agreement/disclosure concerning ACH and Wire Transfer Services at any time without notice to its members. By thereafter using or continuing to use the Credit Union's ACH or Wire Transfer services, member agrees to such amendments.

### 13. DEFINITIONS.

The following definitions are used in this Agreement:

**"Account"** means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

**"ACH Network"** means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

**"Affiliates"** are companies related by common ownership or control.

**"Biller"** means the person or entity to whom you wish a bill pay to be directed, or the person or entity from whom you receive electronic bills, as is applicable.

**"Billing Account"** means your Credit Union Checking Account from which all Bill Pay Service fees will be automatically debited.

**"Business Day"** means every day except Saturdays, Sundays and federal holidays.

**"Check"** means an Original Check, as defined in Regulation CC.

**"Confidential Information"** with respect to either party as recipient means any information obtained by, or disclosed or made available to such party (whether in writing, verbally or by observation of objects or processes) from or by the other party, that is accompanied by a clear indication that the disclosing party considers the information to be confidential or proprietary, or is of a type that the recipient should reasonably consider it the confidential or proprietary information of the disclosing party or its licensors. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the recipient; (ii) was in the recipient's possession before the time of disclosure, (iii) becomes available to the recipient on a non-confidential basis from another source, provided that the recipient has no actual knowledge that the source of such information was bound by and in breach of a confidentiality obligation with respect to such information; or (iv) is independently developed by the recipient without reference to or use of the disclosing party's other Confidential Information.

**"Deposit Instructions"** means the Mobile Deposit Instructions.

**"Digital Banking Credentials"** refers to your User ID, password, temporary identification code (a one-time code we send you in order to authenticate you in connection with an enrollment or transaction), and/or any other login credentials used to ensure that access to your accounts through Digital Banking is authorized, protected and secure.

**"Due Date"** is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

**"Eligible Transaction Account"** is an account you hold with us from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information. For External Transfer Service, **"Eligible Transaction Account"** shall be limited to a checking, money market or savings account that you hold with us.

**"Endpoint"** means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Image Exchange Items or Substitute Checks.

**"Exception Payments"** means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

**"External Account"** is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

**"Imaged Item"** means the digitized image of a Check created by you and transmitted to us using the Mobile Deposit Service.

**"Image Exchange Item"** means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

**"Item"** means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items.

**"Mobile Application"** means the software installed on a Supported Mobile Device to authenticate you and for you to use the Mobile Deposit Service.

**"Mobile Deposit Instructions"** means all instructions relating to the Mobile Deposit Service which we may provide to you through the Mobile Application from time to time in connection with the Mobile Deposit Service.

**"Mobile Deposit Service"** means the use of the Mobile Application on a Supported Mobile Device to enable you to capture digitized images of Checks and electronically transmit those images to us for digital processing and deposit to your account at the Credit Union.

**"Non-Cash Item"** means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; or (iii) it has not been preprinted or postencoded in magnetic ink with the routing number of the Payor Financial Institution.

**"Non-Qualifying Item"** means Non-Cash Items, Items payable in a medium other than United States money, warrants, Items payable to third parties, demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items stale-dated by six (6) months or more or post-dated, savings bonds, Items payable to "cash," Substitute Checks, nonnegotiable Items, Items returned unpaid for any reason and any Item exceeding your transaction limitations as established by us from time to time.

**"Original"** with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

**"Overdraft Account"** means the share account or line of credit designated by you in a separate agreement with us to cover checks when there are insufficient funds available in your Payment Account.

**"Payment Account"** means your Credit Union checking account from which all Bill Pay and personal payments will be made.

**"Payment Instruction"** is the information provided for a payment to be made under the applicable Service, which may be further defined and described in connection with a specific Service.

**"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

**"Payor Financial Institution"** means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

**"Personal Payment"** means a payment sent through the Pay-A-Person (P2P) Payment Service.

**"Receiver"** means the person or entity to whom you wish a personal payment to be directed.

**"Regulation CC"** means 12 C.F.R. Part 229, as it may be amended from time to time.

**"Scheduled Payment"** is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

**"Scheduled Payment Date"** is the day you want your Biller or Receiver to receive your payment and is also the day your Payment Account will be debited (except for laser draft payments), unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

**"Sender"** means the person or entity from whom a personal payment has been sent.

**"Service Provider"** means companies that we have engaged (and their Affiliates) to render some or all of Digital Banking Services to you on our behalf.

**"Substitute Check"** means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

**"Supported Mobile Device"** refers to iPhone® and Android™ smartphones, or other devices as determined by us, with system requirements capable of supporting the Mobile Application. On Android devices, members must download and successfully install the Mobile Application from Google Play™. On iPhone devices, members must download and successfully install the Mobile Application from the App Store®.

**"Transaction Account"** means the transaction account (checking, money market or other direct deposit account) from which the Sender's personal payments will be debited, and the transaction account to which the Receiver's personal payments and credits will be deposited.

**"Transfer Instruction"** is a specific Payment Instruction that you provide to the External Transfer Service for a transfer of funds.

**"UCC"** means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.

**"United States Financial Institution"** means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the USPS, or a state or local government.