



Online Banking Agreement Disclosure (Consumer or Business)

Last Updated: June 3, 2024

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as either a user of the online banking service for personal/consumer purposes ("Online Banking"), or a user of the online banking service for business/commercial purposes ("Business Online Banking"). It also describes the rights and obligations of CoastHills Federal Credit Union, DBA CoastHills or CoastHills Credit Union, including its subsidiaries and affiliates (referred to herein as "we, us, or our"), regarding Online Banking and Business Online Banking. Please read this Agreement carefully taking note of which provisions are applicable for your intended purposes (consumer or business). By requesting and using one of any of the Online Banking or Business Online Banking services, you agree to comply with the terms and conditions of this Agreement, as applicable.

Definitions

The following definitions apply in this Agreement:

"Authorized Representative" refers to a person with authority to access and use the Online Account);

"Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer, and/or an Internet-enabled Device;

"Business Online Banking" is the internet-based service providing access to your business Credit Union account(s) and the Business Online Banking Services using a computer, and/or an Internet-enabled Device;

"Business Online Banking Services" include the following services available to most business members through Business Online Banking: Mobile Banking-Business, Mobile Check Deposit- Business, ACH Origination, Online Wire Transfer, Bill Payment, Funds Transfers, e-Statements, Quicken/QuickBooks Web Connect, Sub-Users and Multi-TIN Linking;

"Device" means any electronic Device such as personal computer, laptop, tablet, smart phone or other mobile device that has access to the internet or wireless data and allows secure SSL (Secure Socket Layer) traffic;

"Mobile Banking" is the banking services offered to both business and consumer members through our apps that are accessible from the Device you have registered with us for Mobile Banking;

"Mobile Check Deposit" is the service that enables a consumer to use his or her internet- enabled mobile Device to make deposits to eligible Credit Union account from remote locations;

"Mobile Check Deposit-Business" is the service that enables business members to use the internet-enabled mobile Device of an Authorized Representative of the business member to make deposits to eligible Credit Union account from remote locations;

"Multifactor Authentication" is a process of establishing and verifying permission to access an electronic device or computer network that requires two or more different forms of authorization, such as a username, password, and a code sent via text message.

"One-Time Verification Code" is an automatically generated numeric or alphanumeric string of characters that authenticates a user for a single transaction or login session.

"Online Banking" is the internet-based service providing you access to your consumer Credit Union account(s) and the Online Banking Services using a personal computer, and/or an Internet-enabled device;

"Online Banking Services" include the following services available to consumer members through Online Banking: Mobile Banking, Bill Payment, Mobile Check Deposit, Funds Transfers, e-Statements, Money Management, Quicken/QuickBooks Web & Direct Connect, Sub-Users, Account Linking and all other products and services provided through the Online Banking or Mobile Banking;

"Online Account" means the Credit Union account from which you will be conducting transactions using either Online Banking or Business Online Banking;

"Password" is the member-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to either Online Banking, Mobile Banking or Business Online Banking;

"Time of day" references are to Pacific Standard Time;

"Username" is the identification code created by you (or for businesses, the Credit Union-generated identification code assigned) for your connection to either Online Banking or Business Online Banking;

"We", "us", "our," "CoastHills", "CoastHills Credit Union," or "Credit Union" refers to CoastHills Federal Credit Union; and

"You" or "your" refers to the owner of either the consumer account (both the primary owner and the joint owner) or the business account (including any authorized signers), as applicable, and any authorized user(s) or Authorized Representative(s).

[CLICK HERE TO JUMP TO THE BUSINESS ONLINE BANKING AGREEMENT](#)

CONSUMER ONLINE BANKING AGREEMENT AND DISCLOSURES

The following terms, conditions and disclosure are applicable to members using the Online Banking Services for personal, family, or household purposes. All agreements, disclosures, rules and regulations applicable to your Credit Union accounts, including the "Truth-in-Savings" agreement and "Fee Schedule" remain in effect and are made a part of this Agreement by reference unless specifically modified. You agree that by using the Online Banking Services, or allowing another to access your account(s) via the Online Banking Services, that you have received a copy of, and agree to be bound by this Agreement, the Truth-in-Savings agreement, and all other agreements and disclosures applicable to your CoastHills' accounts (collectively the "Account Terms and Conditions"), the terms of which are also incorporated herein by this reference. You also agree that if you later decide to use the following services within Online Banking: E-Communications, or Money Management, and accept the additional terms related to those services, that the those services shall be included herein with the

Online Banking Services and those related agreements (the Agreement to Receive Communications Electronically, and/or Money Management Terms and Conditions) shall also be incorporated herein by this reference. We reserve the right to amend, modify, revoke, or cancel the Online Banking Services, this Agreement and the terms of the Account Terms and Conditions in accordance with applicable law. Your continued use of the Online Banking Service will constitute acceptance of any new or amended terms and conditions. To the extent there is a conflict between this Agreement and the Account Terms and Conditions, this Agreement shall govern.

- 1. Access to the Online Banking Services/Username and Password.** You can access Online Banking via your computer or internet-enabled Device, as applicable, your Internet Service Provider and by using your login Username and Password. To access Mobile Banking, you must download the CoastHills Federal Credit Union mobile banking app from your Device's app store, be enrolled to use Online Banking and then activate your Device within Online Banking. You will be required to enter your Username, Password, and a one-time verification code to access your account – per Device and browser type. Multifactor authentication (Username, Password, one-time verification code) helps protect you against identity theft or online fraud. Using your Password has the same effect as your signature, authorizing any and all transactions processed through Online Banking and/or Mobile Banking. Upon first access you may be asked to provide validation information, including your email address, phone number, name, address, mother's maiden name, and social security number and will be required to receive a one-time verification code by either phone call or text message, or authenticator app (Google or Microsoft). After receiving the one-time verification code, you will be asked to enroll your computer or Device. Only complete this step if it is a personal or trusted computer or Device. We do not suggest enrolling public or untrusted computers or Devices. Once the computer or Device is enrolled, you will be able to access the computer or Device without obtaining another one-time verification code as long as secure cookies are still in place. If you sign on to a computer or Device that is not enrolled, you will be asked to validate your identity by receiving the one-time verification code each time. Forgotten Password or Username can be reset/recovered by utilizing the "forgot Password" and "forgot username" features through our website from a personal computer or through your Device. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. CoastHills cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

If you are the primary account owner, you will be able to choose your own Username and Password that is the same for both Online Banking and Mobile Banking, provided it meets our security requirements and is not already in use and provided it is in accordance with any Online Banking requirements we establish from time to time. Usernames should not include sensitive personal information such as account numbers or social security numbers. New users will be issued a temporary Password and asked to choose their own Password during the registration process. You are responsible for keeping your Password and account data confidential and for controlling the safekeeping of and access to, your Online Banking and Mobile Banking login and Password information. Other than to any joint account owner (see below) you agree you will not provide or give any person access to your account who is not authorized to transact on your Credit Union account(s). Disclosing your Password constitutes authorization for use by others and you agree to be liable for their actions. You authorize us to follow any instructions entered through the service using your Username and Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you fail to maintain security of your Username and/or Password or if the Credit Union suffers a loss, we reserve the right to terminate your access to any or all the Online Banking Services, as well as other electronic deposit and loan services. Sharing and disclosure of any login and/or Password information constitutes a misuse. Any transactions initiated by providing the Credit Union your Username and Password will be considered as authorized by you,

regardless of whether you intended those transactions to be made from your account. We may ask you to change your Username and Password from time to time for security reasons.

In addition, you understand and agree that you are responsible for maintaining security measures that safeguard against the transmission of an unauthorized or inaccurate transaction by you, from your computer or Device, or on your behalf. You understand and agree that you are solely responsible for ensuring that your personal computer and/or Device is protected by anti-virus, anti-malware and anti-spyware software. You understand and agree that you are solely responsible for being up to date on the risks of downloading data received by way of email, text message, pop-up messaging and/or the internet. You and each of your authorized users agree to the following best practices: never leave the computer or Device you are using to access Online Banking and/or Mobile Banking unattended, never leave your account information displayed where it can be viewed by others, always exit the system by logging out when not in use, and notify the Credit Union at once if you suspect unauthorized access.

You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Online Banking Services may be suspended for brief periods of time for purposes of maintaining, updating and revising the related software.

Joint Account Owner Access. If there is a joint account owner on the Credit Union account that you are accessing via Online Banking and Mobile Banking, you, as the primary account owner, and the joint owner will have to share the same Username and Password information in order for both of you to have access to the account via Online Banking. Any transactions initiated by you, as a joint owner using the primary owner's Username and Password, or as the primary owner using the primary's owner's Username and Password will be considered as authorized by both the primary and joint owner and both will be liable for all transactions made through Online Banking.

- 2. Online Banking and Mobile Banking Transactions.** In order to properly use Online Banking or Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Online Banking and Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Online Banking or Mobile Banking. We may modify Online Banking or Mobile Banking from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Online Banking or Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your computer and Device and we will not be liable to you for any losses caused by your failure to properly use the Online Banking, Mobile Banking, or your computer or Device.

You agree to initiate or schedule all transfers or payment services only when there is or will be a sufficient balance in the account for that transfer or payment. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. The completion of any transfer or payment order is subject to the availability of sufficient funds in the account at the time the transaction is posted. (See your Truth-in-Savings agreement for additional information regarding your actual and available balance of your accounts.) We are not required to provide notification to you in any form that the transfer or payment order was not honored, and it is your responsibility to make other arrangements to facilitate the processing of the transaction or payment by other means, which may include rescheduling or reinitiating the transaction in Online Banking or Mobile Banking.

- A. Online Banking Transactions.** In most cases, you may use Online Banking to access consumer deposit accounts in which you have an unrestricted right to withdraw funds, and consumer loan accounts from which you have an unrestricted right to borrow money. The Credit Union reserves the right to, in its sole discretion, deny any account transactions. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

You may use Online Banking to do the following:

- Obtain transaction information and account balance histories;
- View online statements and certain check images;
- Download certain account transactions to your computer;
- Transfer money on a one-time, or on a recurring basis;
- Transfer money between certain accounts owned by a common ownership, that are held at the Credit Union and are enrolled in Online Banking in connection with the same Username and Password;
- Send money from your personal account to an account held at the Credit Union by another person, without common ownership;
- Transfer money, including loan payments, between accounts held at the Credit Union and owned by you and accounts held at other financial institutions that are owned by you (external transfers) or to which you have an unrestricted right to withdraw funds;
- Make regular payments to your Credit Union line of credit or loan;
- Pay bills to merchants, institutions, or individuals having U.S. addresses (other than tax payments or court ordered payments) through Bill Payment;
- Set up and receive text alerts and notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.;
- Place stop payments on checks before they have been negotiated;
- Export transactions to Quicken or QuickBooks or as a .CSV file;
- Update profile settings such as address, phone number, email, username and password;
- Place Debit Card on hold, report stolen, re-order a new card, reset pin, cancel card and set card alerts;
- Manage your account and budget with Money Management, a money management tool;
- Share access to your account and set up account permission with Shared Access;
- Apply for loan or Skip-A-Pay;
- Reorder Checks;
- Schedule other payments to certain other authorized accounts; and
- Contact us via Online Chat or a Secure Messaging.

External Transfers and Loan Payments. Please be advised all funds transfers to other financial institutions are subject to your financial institution's rules and regulations governing your accounts such as savings, custodial, trust, IRA, loan or margin accounts. CoastHills is not liable or responsible for any costs or losses incurred as a result of the funds transfer requests from and to such accounts submitted by you.

Our Loan Payment Service is a way for online banking users to make payments to their Loan with us from their CoastHills account or from another financial institution account. Only accounts that

you own should be added to this service. In the event that an account is found to have alternate owners than that of the Loan, we may cancel the account or discontinue this service for that user. It is your responsibility to update your account information in the event that it changed. You will also be charged a fee in the event that your payment is returned unpaid from your account. You may also be subject to a late charge. We may cancel your ability to use this service in the event of multiple failed payments or if your Loan is delinquent. We reserve the right to cancel this service at any time, for any reason. If any payment is rejected or is reversed for any reason, that payment will be reversed on your loan, and you will be responsible for making payment to the credit union separately.

- B. Mobile Banking Transactions.** Mobile Banking is offered as a convenience and supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

In addition to most of the items listed above relating to Online Banking, you may use Mobile Banking to also do the following:

- Text Message Banking where you can check your balance and transfer funds; and
- Submit checks for Mobile Check Deposit.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 4:00 p.m. PST on Business Days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Credit Union's next Business Day (See Section 15 for definition of Business Day). We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking services at any time.

C. Limitations on Transfers/Transactions for Online Banking and Mobile Banking.

The following are limitations on your use of Online Banking:

- Available balance may not reflect pending transactions.

The following are additional limitations on your use of Mobile Banking:

- Available balance may not reflect pending transactions.
- Not available for sub-users.

- 3. Fees.** The Credit Union offers the basic benefits and conveniences of the Online Banking Services to you free. Other fees that may result from performing certain transactions or actions in Online Banking or Mobile Banking set forth in our Fee Schedule still apply. **Note, for Mobile Banking your wireless carrier may assess you a fee or fees for data or text messaging services. Please consult your wireless plan or provider for details.**

- 4. Funding Obligations.** It is your sole responsibility to ensure you have on deposit sufficient available (including, if required, collected) funds to cover all transactions and fees at the time they are presented for payment or are scheduled to be made. We may refuse to process any transaction if sufficient funds are not available in your account to fund the transaction. Available funds may include funds available in any line of credit or other account or credit facility formally established with us for overdraft protection purposes, or pursuant to which we have otherwise agreed to make advances in connection with a service. However, nothing in this Agreement will be deemed a commitment by us to extend credit to you or to grant you overdraft privileges. Any commitment to extend credit must be set forth in a separate agreement with us through a person authorized to make credit decisions on our behalf. Please see your Truth-in-Savings agreement for additional information concerning available balances, collected funds and when deposits are generally available for withdrawal.
- 5. Electronic Statements Online.** You may elect to stop or resume the mailing of paper statements for eligible accounts by changing your statement delivery preferences within Online Banking. Only accounts accessible through Online Banking may be enrolled for online statement delivery. Eligible accounts are displayed in Online Banking. For joint accounts, only one account owner need enroll for online statement delivery. Note, if one owner of a joint account enrolls in electronic statements paper statements will no longer be mailed to either owner of the account. Your statement will be available within 24 hours after the statement cut-off date. The statement cut-off date for your online statement is the same as your paper statement. You may view, print and download your current statement and up to 18 months of statement history. We may deliver information to you about your eligible accounts through the Online Banking Secure Message Center, email, US Postal Service or within the online statement. It is your responsibility to notify us if your contact information changes. We may discontinue the online statement service at any time at our discretion and resume mailing paper statements to you. We may also add, modify or delete any feature of the online statements service at our discretion. We will provide you with notice of any change or termination in the online statement service. All of your payments and transfers made through Online Banking will appear on your periodic account statement. The recipient's name, payment amount and withdrawal date will be reflected for each payment made through Online Banking. In order to continue to access your statements and notices electronically, CoastHills requires that you log into online banking or our mobile app at least every six months. Failure to log into online banking or our mobile app may result in this feature being turned off and your statement processing to be converted to a paper statement to be mailed to the current address of record.
- 6. Protection of Your Username and Password.** You are responsible for keeping your Password and Online Account information confidential. In order to protect yourself against fraud, you agree to adhere to the following guidelines:
- Do not give out your account information, Password, or Username;
 - Do not leave your personal computer or any Device unattended while you are in Online Banking or Mobile Banking;
 - Never leave your account information within range of others; and
 - Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at (805) 733-7600 or toll-free at (800) 262-4488. Telephoning the Credit Union is the best way of minimizing your losses and liability (See Section 14 for a detailed explanation of your potential liability for unauthorized transactions). In addition, if you believe your

Password has been lost or stolen, please immediately use the Password Edit feature within the My Settings section in Online Banking to change your Password.

- 7. Electronic Mail (Email).** You understand you may send and receive secure messages to and from the Credit Union through Online Banking. If you send the Credit Union an email message, the Credit Union will be deemed to have received it on the following Business Day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. Please refer to Section 14 Electronic Fund Transfers and Your Liability for Unauthorized Transactions or Section 10(E) Bill Payment-Cancel or Change Payment Instructions for more information regarding reporting unauthorized transactions or stopping payments.

NOTE: Email transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use the secure messaging provided in our Online Banking site. Use this secure form to email the Credit Union regarding inquiries or contact the Credit Union regarding other concerns of a confidential nature.

8. Linked Accounts and Cross Account Transfers.

- A. Linked Accounts.** You have the ability to link multiple CoastHills Federal Credit Union accounts through Online Banking. The primary owner must be common between the accounts in order to set up Linked Accounts. To set up Linked Account a form needs to be completed by coming into one of our branch locations. Once confirmed accounts are linked, transfers to and from the linked accounts can be completed through Online Banking. One account will be referred to as the “primary account” and the linked accounts will be referred to as the “linked account”. Once accounts are linked to the “primary account” whomever accesses the “primary account” will be able to view the “linked account(s)” suffixes, history, balances, including loans and other services. Other services may also be able to be viewed/access via cross account access, such as but not limited to Debit Card Control (where in addition to putting a card on hold or reporting it lost, you will be able to also set limits, re-order a new card, reset pin and cancel card and set card alerts.), check reordering, etc. You hereby release the Credit Union from any claims or loss arising out of any authorized or unauthorized use of Linked Accounts if the Credit Union wasn’t negligent.
- B. Cross Account Transfers.** Transfer money to any other Coast Hills Federal Credit Union Member. To set up a member to member transfer you will have to add the other member (aka recipient) through our Move Money Menu in Online Banking. The recipient will need to provide you their Last Name, Member ID and account suffix. You are not required to be a joint owner or authorized signer on the transfer to account. Once the recipient is confirmed you agree to properly maintain the recipient, by deleting them from the Move Money feature as needed as they will remain indefinitely. You have the option to remove the recipient at any time you see fit. Transfers you process will show in your account history with the recipient’s full account number.

You are responsible for any transfers or transactions authorized through the Member-to-Member Transfer option, and you hereby release the Credit Union from any claims or loss arising out of any authorized or unauthorized use of Member-to-Member Transfers if the Credit Union wasn’t negligent.

- 9. Granting Access to Other People (Shared Access) Through Online Banking.** As the authenticated primary user of Online Banking, you have the ability to allow another person or persons (sub-users) access to your account via our Online Banking site and designate that sub-user with certain authorities with respect to your accounts ("Shared Access"). You decide whether a sub-user's Shared Access will be view-only access (wherein the sub-user cannot make any transfers or payments on the account and can only view the current account status), or access that allows the sub-user to make transfers between designated accounts and/or initiate payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with anyone and managing and disabling sub-users and their respective authority regarding your account. You authorize us to act on transaction instructions initiated under the credentials of a sub-user, just as if it was initiated by you or under your credentials and we shall not be liable to you for any activity conducted on or relating to your account by a sub-user. When granting Shared Access, you assume total liability for any and all activities of a sub-user with respect to your accounts, and you agree to hold us harmless in any claim arising from a sub-user accessing, or transacting business on your account via Shared Access. You should closely and regularly monitor the activities of sub-users who access your account through Online Banking and notify the Credit Union immediately if there is any reason to believe the security or confidentiality of the account has been breached. Upon death of all account owners, the person(s) granted access (sub-users) will no longer be able to access account information. Mobile Banking is not available to and should not be used by sub-users.

10. Additional Terms and Conditions Relating to Bill Payment.

- A. Description of Service.** Bill Payment permits you to use your Internet-enabled computer or Device to direct payments from the Online Account that you designated as the account from which you want to make payments to third parties ("Bill Payment Account"). Through Bill Payment, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from your Bill Payment Account for Bill Payment. Any payments you wish to make through Bill Payment must be payable in U.S. dollars to a payee located in the continental United States. A "payee" means anyone, including the Credit Union, you designate, and the Credit Union accepts as a payee. We reserve the right to restrict types of payees to whom payments may be made using Bill Payment from time to time, or to refuse the designation of a payee for any reason.

- B. Bill Payment Transactions.** You may use Bill Payment to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make a single payment to a payee from your Bill Payment Account. This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from your Bill Payment Account. This feature allows you to schedule recurring payments to merchants.
- View your payment history to see payments made over a specified time period.

Limitations on Bill Payment Transactions. The following are limitations to the use of Bill Payment:

- The maximum dollar amount for a single Bill Pay item is \$10,000.00;

- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated Bill Payment Account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two Business Days (see Section 15 for the definition of Business Days);
- The bill being paid must be in the member's name; and
- Bill Payments can only be made from your Bill Payment Account.

You should not use Bill Payment to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

- C. Scheduling Payments.** Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non- Business Day (Saturday, Sunday, or holiday, see Section 15 for definition of Business Days), funds must be available in your Bill Payment Account the following Business Day. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in Bill Payment, it takes two (2) Business Days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) Business Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) Business Days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, Bill Payment will send a check that may take up to ten (10) Business Days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

- D. No Duty to Monitor Payments.** The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;

- Changes to the payee's address or account number unless we've been advised of the change in advance;
- The failure of any payee to correctly account for or credit the payment in a timely manner;
- Errors you make in initiating a Bill Payment (e.g. incorrect account number, incorrect payee information, incorrect amount to transfer, etc.); or
- Any other circumstances beyond the control of the Credit Union.

If the session during which you schedule a payment or transfer ends by 2:00 p.m.PST/PDT, the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using Bill Payment, the time recorded by Online Banking will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your Bill Payment Account, Bill Payment will automatically block future Bill Payment services until the account has sufficient funds to make the payment. The Credit Union will attempt to notify you by email or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your Bill Payment Account to process a payment. In all cases, you are responsible for contacting the Credit Union at (805) 733-7600 or toll-free at (800) 262-4488 to make alternate arrangements for the payment or reschedule the payment through Bill Payment. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

E. Your Right to Stop a Bill Payment or Change Payment Instructions. Payments must be changed or canceled using Bill Payment prior to 2:00 p.m. PST/PDT on the Business Day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. (See our Fee Schedule for specific applicable fee amounts.) Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

F. No Signature Required. When any payment or other Online Banking Services generates items to be charged to your account, you agree that we may debit your Bill Payment Account without requiring your signature on the item, and without prior notice to you.

11. Additional Term and Conditions Relating to Mobile Banking. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through Mobile Banking is also subject to the Account Terms and Conditions provided at the time of account opening.

- A. Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- B. Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Username, Password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

- C. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- D. Text Alerts, Notifications and Mobile Banking.** By receiving or otherwise using Mobile Banking, you give your express consent that the Credit Union may send messages through your communication service provider in order to deliver them to you, and that your communication service provider is acting as your agent in this capacity. The Credit Union may use a telephone number, email address or other contact information you may have provided to the Credit Union for these services, so that the Credit Union may send you certain information about your account. Mobile carriers require us to confirm that you wish to receive text messages from us. Once you click activate, we will send you a special code by text for you to enter and then subscribe. You can

stop receiving these alerts by deselecting the alerts you subscribed to or by following the opt-out instructions in the text message. Text Alerts will be sent out periodically throughout the day.

E. No Commercial Use or Re-Sale. You agree that Mobile Banking is only for the personal use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

F. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CoastHills its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

12. Additional Terms and Conditions Relating to Mobile Check Deposit. The Credit Union offers our consumer members Mobile Check Deposit, which is designed to allow you to make deposits to your eligible Credit Union accounts from anywhere with cellular data connectivity by using CoastHills Federal Credit Union Mobile Application and your Device to take and send an electronic image of the item. It eliminates the need to deliver the paper item to the Credit Union.

To use the Mobile Check Deposit, you must meet the following system requirements:

- You must be a Member in Good Standing;
- You must have a Device (e.g., smartphone or tablet) with an enabled camera and internet access. Third party fees may apply for data and Internet access;
- You must have the CoastHills Federal Credit Union Mobile Application installed on your Device. The application can be downloaded from your Device's application store. The Operating System version must be compatible with the latest version of the application; and
- You agree to notify us immediately if you change your email address, as this is the email address where the Credit Union will send you notifications of its receipt of mobile check deposit items.

Your enrollment in the Mobile Check Deposit includes access to mobile text messaging related services and alerts. (See Section 11(D) regarding text messaging and alerts.)

When using Mobile Check Deposit, you may experience technical or other difficulties. The Credit Union will attempt to post alerts on its website or send you a text message to notify you of interruptions to Mobile Check Deposit. The Credit Union does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. An

Image Replacement Document is a negotiable instrument used in electronic banking systems to represent a physical paper check. It may be wholly digital from payment initiation to clearing and settlement, or it may be a digital reproduction (truncation) of an original paper check.

The following types of checks or other items are not accepted for deposit through Mobile Check Deposit and are considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks drawn on the same account at CoastHills in which you are making the deposit.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit or otherwise defined as “stale dated”.
- Checks “post-dated” after the date of deposit.
- Checks or items prohibited by any other terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the service or any other service at the Credit Union or any other financial institution.
- Any check that is incomplete.
- Any item stamped “non-negotiable” (whether stamped in print or as a watermark), Savings Bonds or Treasury Bonds.
- Checks that have been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.

In the event that you or any third party, presents, or attempts to present, a deposit in violation of this provision you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us in our sole discretion.

You further acknowledge that you and not us are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Mobile Check Deposit feature and you assume all liability to the drawer of any item imaged using the Mobile Check Deposit feature or liability arising from our printing of any substitute check from those images.

Proper Endorsement for Mobile Check Deposit at CoastHills Only. Checks deposited via Mobile Check Deposit available on Mobile Banking must be properly endorsed. Endorse check as labeled on the payee line and clearly mark it “For Mobile Deposit at CoastHills Only” either in the box provided or in writing in

the endorsement area. Checks not properly endorsed with signature(s) by all payee(s) and marked "For Mobile Deposit at CoastHills Only" will be rejected.

You agree to follow any and all other procedures and instructions for use of the Mobile Check Deposit as CoastHills may establish from time-to-time.

The Credit Union reserves the right to reject any item transmitted through Mobile Check Deposit, at its discretion, without liability to the Credit Union. The Credit Union is not responsible for items it does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that the Credit Union has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. The Credit Union further reserves the right to charge back to your Account at any time any item that the Credit Union subsequently determines was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. You understand that if an item you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your account to alert you of the rejection within 2 Business Days (see Section 15 for our definition of Business Days) of the date we receive the original transmission of your item. Should the email be returned as undeliverable, we will have completed our obligation to alert you and therefore, we are under no further obligation to attempt any redelivery of the email. Further, you understand that we are not responsible if, for any reason, you do not receive our email. You agree that if you wish to attempt to deposit any rejected item again, you only will do so by depositing the original item on which the rejected item is based. You acknowledge and agree that even if we do not initially identify an electronic image as a rejected item, the substitute check created by us there from may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank.

Funds Availability. You acknowledge that items transmitted using the Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through Mobile Check Deposit is received and accepted on any given Business Day, the Credit Union will consider that day to be the day of your deposit. Otherwise, the Credit Union will consider that the deposit was made on the next Business Day. Funds deposited using Mobile Check Deposit will generally be made available in two (2) Business Days from the day of deposit. The Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with the Credit Union, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant. However, the Credit Union may delay your access to funds as determined by other factors at its discretion, such as, but not limited to; the amount of item deposited, transaction activity, non-sufficient funds count, returned item count, account balance, account restrictions and type of item being deposited.

Retaining and Securing Checks. You agree to retain the check for at least seven (7) calendar days from the date of the successful image transmission. After you have received confirmation of your deposit, you agree to mark "VOID" on the deposited check, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Credit Union upon request. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These

risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Remote Deposit Capture feature) and (ii) unauthorized use of information derived from the original checks. You understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures for the original checks. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process (e.g., through the use of competent shredding equipment) and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

Limits. We may establish limits for deposits made through Mobile Check Deposit. If you attempt to initiate a deposit in excess of these limits, the Credit Union may reject your deposit. If the Credit Union permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Credit Union will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per Business Day for consumer deposit accounts. The current monthly dollar limit is \$10,000.00 per any 30 consecutive calendar day period for consumer deposit accounts. There is no daily or monthly limit on the number of items, as long as the respective dollar limits are not exceeded. In general, if an image on an item you transmit through Mobile Check Deposit is received and accepted by the Credit Union prior to the cutoff time on a Business Day, we consider that day to be the deposit day. Otherwise, we will consider the deposit day to be the next Business Day we are open. Funds will generally be made available the next Business Day after the deposit day.

Errors. You agree to notify the Credit Union of any suspected errors regarding items deposited through Mobile Check Deposit right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify the Credit Union within 60 days, such statement regarding all deposits made through the Mobile Check Deposit shall be deemed correct, and, unless otherwise prohibited by law, you are prohibited from bringing a claim against the Credit Union for such alleged error.

By using Mobile Check Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Warranties. The image of an item transmitted to the Credit Union using Mobile Check Deposit must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. Items transmitted by you that do not meet the image quality standards will be rejected. You warrant to the Credit Union that:

- You will only transmit eligible items;
- You will not re-deposit or re-present the original item;
- You will not transmit duplicate items;
- You will comply with this Agreement and all applicable rules, laws, and regulations;
- All information you provide the Credit Union is accurate and true;
- All items transmitted are made payable to you;
- All items transmitted are a true and accurate rendition of the front and back of the original item and have not been altered in any way; and

- The signature on any item is authentic and authorized.

Any breach of the above warranties may result in cancellation of Mobile Check Deposit, closure of your personal and/or business accounts, or termination of your entire CoastHills Federal Credit Union relationship. You agree to indemnify and hold harmless CoastHills Federal Credit Union from any loss for breach of this warranty provision.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited in your possession and your records relating to such items and transmissions.

13. Term and Termination.

A. Term. This Agreement will become effective upon you clicking the box accepting these terms and conditions and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause. We may immediately terminate your Online Banking Services privileges (including Bill Payment) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due;
- You do not comply with applicable law, this Agreement, your Account Terms and Conditions, or any other agreements governing your deposit or loan accounts; or
- Your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Online Banking Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Online Banking Service(s) you are discontinuing, and the termination date of the applicable service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Credit Union by one of the following methods:

- By sending an e-mail to: memberservices@coasthills.coop;
- By calling (805) 733-7600 or toll-free (800) 262-4488; or
- By writing a letter and either sending it to the following address: Attention: CoastHills Federal Credit Union PO Box 8000, Santa Maria, CA 93454 or giving it to a Member Services Representative at any of the Credit Union's locations.

14. Electronic Fund Transfers and Your Liability for Unauthorized Transactions.

A. Applicability. These provisions are only applicable to online electronic fund transfers (such as Bill Payment transactions) that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All

terms that are not defined in this Agreement, but which are defined in Regulation E, shall have the same meaning when used in this section.

- B. Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your Username and/or Password for Online Banking has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using Online Banking, or information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within 2 Business Days after you learn of the loss or theft of Username and/or Password for Online Banking, you can lose no more than \$50 if someone used your Username and/or Password for Online Banking without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Username and/or Password for Online Banking, and we can prove we could have stopped someone from using your Username and/or Password for Online Banking without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, Online Banking or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- C. Telephone Numbers and Addresses to Notify Us of an Unauthorized Transaction.** If you believe Username and/or Password for Online Banking has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (805) 733-7600, toll-free at (800) 262-4488, or write to us at: PO Box 8000, Santa Maria, CA 93456- 8000.

- 15. Business Day Disclosure.** The Credit Union's business days are Monday through Friday, excluding holidays and weekends.

- 16. In Case of Errors or Questions about Your Electronic Transfers.** Call us at (805) 733-7600, toll-free at (800) 262-4488, or write to us at PO Box 8000, Santa Maria, CA 93456-8000 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. (If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within 5 Business Days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

17. Right to Receive Documentation of Transactions. Periodic Statement—You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using the Online Banking Services, which will show the calendar date that you initiated the transfer, the type of transfer and the account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly. You may also print a record of any individual transaction conducted through Online Banking at the time the transaction is completed.

18. Disclosure of Account Information to Third Parties. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

1. Where it is necessary for the provision of Online Banking and for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government or court orders, or other reporting requirements;
4. If you give us your permission; or
5. To Credit Union affiliated companies.

19. Our Liability. If we do not complete a transfer to or from your Online Banking Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.

- If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the Account Terms and Conditions, a credit or loan agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions not specifically mentioned above or stated in our other agreements with you.

20. Additional Limitations on Our Liability. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking Services as delineated in this Agreement. In no event shall we be liable to you for failure to provide access to the Online Banking Services.

- A. Indemnification.** To the extent permitted under applicable law, and except in instances of our negligence and willful misconduct, you agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses damages, loss, and costs (including our reasonable attorney fees) related to Online Banking Services.
- B. Third Party Software and Equipment.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking Service.
- C. Virus Protection.** The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your personal computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

21. Computer Security. You acknowledge we are unable to determine whether any part of your Computer system, computer, mobile, or other electronic device, system network, software, application, app, browser, internet connection, or other parts used to access the service (collectively your "Computer System") has been infected with malicious software or compromised by unauthorized individuals. You are responsible for keeping current virus protection to protect your Computer System, and for regularly scanning your Computer System for spyware or other malware. We are not responsible for any losses, errors, failures or malfunctions arising in connection with any unauthorized intrusion into your Computer System, unless we had actual prior knowledge thereof.

22. Hardware, Software and Operating System Requirements. To access and use Online Banking, you must have a computer or Device capable of supporting of the latest version of one of the following Internet browsers: Edge, Mozilla FireFox, Google Chrome, Apple Safari, or their later-developed functional equivalents, which may be supported by or acceptable to the Credit Union. If you are not using one of the supported browsers listed, you may encounter issues within your Online Banking experience. We recommend switching to one of the supported browsers listed in order to ensure you have an optimal Online Banking experience. Note, if accessing Online Banking via a mobile Device your Device should have the latest version of Android or iOS, or their later-developed functional equivalents, which may be supported by or acceptable to the Credit Union. To access and use Mobile Banking, you must download the CoastHills Federal Credit Union app from your Device's app store. The CoastHills Federal Credit Union app is compatible with the two most recent major Android or iOS releases. To use Bill Payment through Online Banking, you must have a computer, modem, Internet Service, browser, your Username and Password and you must be enrolled in Online Banking. We are not liable for your inability to use Online Banking due to incompatible hardware or software, now or in the future. You are responsible for installing, maintaining, and operating all software, hardware, or other equipment necessary for you to access Online Banking Services. We are not responsible for errors, failures, or malfunctions of any computer or Device used, or attempted to use, for account access. We are also not responsible for viruses or related problems associated with use of any online system. Statements, notices, tax forms and disclosures will be available in a PDF file format; you will need the latest version of Adobe Acrobat Reader to view the forms and access to a printer to print the forms. If you do not have Acrobat Reader, you can download it free from Adobe's website.

23. Third Parties. The Credit Union may contract with third party service providers or other parties with respect to one or more of the Online Banking Services or the provision of an Online Banking Service or parts thereof. To the extent applicable to you and made known to you, you agree to comply with the requirements of the contracts between Credit Union and such third parties relative to the Online Banking Services. Credit Union may, from time to time, refer you to third parties for the provision of products or services not offered by Credit Union. You acknowledge and agree that such third parties are not affiliated with or endorsed by Credit Union. You further agree that Credit Union does not guarantee such products or services and is not liable for the actions or inactions of any such third parties.

Access to Online Banking is made available according to the terms of a third-party service agreement among CoastHills Federal Credit Union, Digital Insight, an NCR Company and FISERV CheckFree. FISERV CheckFree processes all Bill Payment transactions. Any interruption of services or access caused by Digital Insight or FISERV CheckFree may prevent your use of Online Banking or Bill Payment Services. We are not responsible for any delays or difficulties you may have in accessing the services or certain features.

You are able to access and use your financial data in a variety of personal financial management (PFM) applications, such as Quicken and QuickBooks. The PFM Connect Service may be delivered through a combination of systems, including but not limited to, Web Connect and Direct Connect. These services offer an aggregation and categorization engine which will enable you to view and access your account data, including information on balances, transactions and posted dates

A. Direct Connect. Direct Connect facilitates the direct download of data while you are in Quicken or QuickBooks. This creates a two-way communication between Online Banking and the PFM. If you have accepted the terms herein and are an active Bill Payment user, Direct Connect will function as a connectivity platform allowing for transfers between your accounts at the Credit Union and

Bill Payments to be initiated directly within the PFM and executed from Online Banking. However, not all Bill Payment functionality is supported within Quicken, including but not limited to; editing single payments, editing recurring payments, and editing a Bill Payment email. A separate registration process is required to utilize the Direct Connect PFM service with Quicken and/or QuickBooks.

- B. Web Connect.** Web Connect enables you to export transactions into Quicken and QuickBooks. This allows you to push transactions to the PFM while logged into Online Banking. There is no additional registration process to begin using Web Connect. Quicken is offered by Quicken, Inc. CoastHills doesn't own or operate Quicken. Quicken is solely responsible for its content, product offerings, privacy and security. Please refer to Quicken's terms of use and privacy policy, which are located on Quicken's website and are administered by Quicken.

QuickBooks is offered by Intuit, Inc. CoastHills doesn't own or operate QuickBooks. Intuit is solely responsible for its content, product offerings, privacy and security. Please refer to Intuit's terms of use and privacy policy, which are located on Intuit's website and are administered by Intuit. QuickBooks and Quicken are registered trademarks of Intuit, Inc.

- 24. Online Chat in Online Banking and Mobile Banking.** CoastHills may make interactive online chat service available to you within our Online Banking and Mobile Banking platforms. The chat service is provided as a convenience to help you understand our products and services, and our agents attempt to provide the most accurate information possible. However, nothing we communicate through the chat service may be considered an offer to establish a loan or deposit account or any other product or service, and rates and other conditions quoted through the chat service may change at any time without notice. Information communicated through the chat service will not be considered a legal agreement, representation, or warranty as to our products, services, processes, decisions, or response times. Communication with us through the chat service will not constitute any required consent by you regarding any transaction requiring a signature or electronic signature.

25. Miscellaneous Terms and Conditions.

- A. Other Credit Union Agreements.** In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts and the Account Terms and Conditions. Your use of the Online Banking Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct any applicable fees related to Online Banking Services from your account each month.
- B. Changes and Modifications.** The Credit Union may modify the terms and conditions applicable to Online Banking from time to time. We may send any notice to you via email, and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of Online Banking in whole or in part at any time without prior notice.
- C. Assignment.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or

substantially all assets of the business to which this Agreement is related without your prior written consent.

- D. Notices.** Unless otherwise required by applicable law, any notice or written communication given by the Credit Union pursuant to this Agreement may be sent to you electronically.
- E. Severability.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- F. Governing Law.** This Agreement is governed by the laws of the State of California and applicable federal law.
- G. Attorney Fees.** You agree to pay all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.
- H. Delay in Enforcement.** Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and we expressly reserve the right to enforce such provision, or to exercise such right or remedy, at a later date.

ELECTRONIC SIGNATURE AGREEMENT. By selecting the "I have read and accepted the Terms & Conditions of service" box, you are signing this Agreement electronically. By selecting this box, you consent and agree to be legally bound by this Agreement. You further agree that your use of a key pad, mouse, your finger, or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions within the Online Banking Services or in accessing the Online Banking Services or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions within the Online Banking Services constitutes your signature, acceptance and agreement as if actually signed by you in writing.

BUSINESS ONLINE BANKING AGREEMENT AND DISCLOSURES

The following terms, conditions and disclosure are applicable to Business Members using Business Online Banking or those Business Members using Online Banking. The term "Business Members" shall mean those individuals and entities using Business Online Banking or Online Banking to transact business on their Credit Union business account, which shall include the following types of business accounts: corporate, LLC, sole proprietorships, and partnerships. Note that if your business is a sole proprietorship, your use of any online banking or online banking services offered by the Credit Union for business purposes will be subject to this Business Online Banking Agreement and Disclosures and any use by your sole proprietorship of online banking or the online banking services for business purposes will be considered Business Online Banking and Business Online Banking Services, respectively, as defined in this Agreement. Also note, if your business is a sole proprietorship, you may not have access to certain Business Online Banking Services, including but not limited to: ACH Origination and Online Wire Transfer.

All agreements, disclosures, rules and regulations applicable to your business accounts with the Credit Union, including the "Business Agreements and Disclosures" and "Business

Services Fee Schedule” remain in effect and are made a part of this Agreement by reference unless specifically modified. You agree that by using the Business Online Banking Services, or allowing another to access your business account(s) via the Business Online Banking Services, that you have received a copy of, and agree to be bound by this Agreement, the Business Agreements and Disclosures and all other agreements and disclosures governing your business accounts (collectively the “Business Account Terms and Conditions”), the terms of which are also incorporated herein by this reference. You also agree that if you later decide to use E- Communications and accept the additional terms related to that service that the service shall be included herein with the Business Online Banking Services and that related agreement (the Agreement to Receive Communications Electronically) shall also be incorporated herein by this reference. We reserve the right to amend, modify, revoke, or cancel the Business Online Banking Services, this Agreement and the terms of the Business Account Terms and Conditions in accordance with applicable law. Your continued use of the Business Online Banking Service will constitute acceptance of any new or amended terms and conditions. To the extent there is a conflict between this Agreement and the Business Account Terms and Conditions, this Agreement shall govern.

1. Accessing the Business Online Banking Services. Any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each account of your business in any manner and for any purpose available through Business Online Banking, whether now available or available at some time in the future; and
- Use any Business Online Banking Service in any manner and for any purpose available through the service, whether now available or available at some time in the future.

As an authorized user, you can access Business Online Banking via your computer or internet- enabled Device, as applicable, your Internet Service Provider and by using your login Username and Password. To access Mobile Banking, you must download the CoastHills Federal Credit Union Business mobile banking app called “CoastHills Business” from your Device’s app store, be enrolled to use Business Online Banking and then activate your Device within Business Online Banking. You will be required to enter your Username, Password, and a one-time verification code to access your account – per device and browser type. Multifactor authentication (Username, Password, one-time verification code) helps protect you against identity theft or online fraud. Using your Password has the same effect as your signature, authorizing any and all transactions processed through Business Online Banking and/or Mobile Banking. Upon first access you may be asked to provide validation information, including your email address, phone number, name, address, mother’s maiden name, and social security number and will be required to receive a one-time verification code by either phone call or text message, or email (email one-time verification is limited and does NOT constitute a primary delivery method. This method will be monitored and granted on case-by-case circumstances). After receiving the one- time verification code you’ll be asked to enroll your computer or Device. Only complete this step if it is a personal or trusted computer or Device. We do not suggest enrolling public or untrusted computers or Devices. Once the computer or Device is enrolled, you’ll be able to access the computer or Device without obtaining another one-time verification code as long as secure cookies are still in place. If you sign on to a computer or Device that is not enrolled, you will be asked to validate your identity by receiving the one-time verification code each time. Forgotten Password or Username can be reset/recovered by utilizing the “forgot password” and “forgot username” features through our website from a personal computer or through your Device.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supportable for all Devices. CoastHills cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

As a Business Online Banking authorized user, you will be able to choose your own Username and Password that is the same for both Business Online Banking and Mobile Banking, provided it meets our security requirements and is not already in use and provided it is in accordance with any Business Online Banking requirements we establish from time to time. Usernames should not include sensitive personal information such as account numbers or social security numbers. New users will be issued a temporary Password and asked to choose their own Password during the registration process. You are responsible for keeping your Password and account data confidential and for controlling the safekeeping of and access to, your Business Online Banking and Mobile Banking login and Password information. You agree you will not provide or give anyone access to account information, your Password, or your Username. You authorize us to follow any instructions entered through the service using your Username and Password. You are liable for all transactions you make, any authorized user makes, or that you authorize another person to make even if that person exceeds his or her authority. If you fail to maintain security of your Username and/or Password, or if the Credit Union suffers a loss, we reserve the right to terminate your access to the Business Online Banking Services, as well as other electronic deposit and loan services. Sharing and disclosure of any login and/or Password information constitutes misuse. Any transactions initiated by providing the Credit Union your Username and Password will be considered as authorized by you, regardless of whether you intended those transactions to be made from your account. We may ask you to change your Username and Password from time to time for security reasons.

In addition, you understand and agree that you are responsible for maintaining security measures that safeguard against the transmission of an unauthorized or inaccurate transaction by you, from your computer or Device, or on your behalf. You understand and agree that you are solely responsible for ensuring that your personal computer and/or Device is protected by anti-virus, anti-malware and anti-spyware software. You understand and agree that you are solely responsible for being up to date on the risks of downloading data received by way of email, pop-up messaging and/or the internet. You and each authorized user on your business account agree to the following best practices: never leave the computer or Device you are using to access Business Online Banking and/or Mobile Banking unattended, never leave your account information displayed where it can be viewed by others, always exit the system by logging out when not in use, and notify the Credit Union at once if you suspect unauthorized access.

You may access your Online Accounts via Business Online Banking 24 hours a day, seven (7) days a week. However, availability of the Business Online Banking Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Credit Union's Business Days are Monday through Friday, excluding holidays and weekends. Business ACH Origination transaction requests and wire transfer requests must be received by the deadline provided on the request forms, or they will be processed the next Business Day.

- 2. Business Online Banking Transactions.** In most cases, you may use Business Online Banking to access deposit accounts in which you have an unrestricted right to withdraw funds, and loan accounts from which you have an unrestricted right to borrow money. The Credit Union reserves the right to, in its sole discretion, deny any account transactions.

You may use Business Online Banking to do the following:

- Transfer money once or on a recurring basis between certain accounts owned by a common entity or by a common ownership, that are held at CoastHills Federal Credit Union and are enrolled in Business Online Banking in connection with the same Username.
- Obtain transaction information and account balance histories.
- View online statements and certain check images.
- Download certain account transactions to your computer.
- Make regular payments to your CoastHills line or loan.
- Set up and receive alerts and notifications for account balances, withdrawals, deposits, cleared checks, payment due/past due, etc.;
- Pay bills to merchants, institutions, or individuals having U.S. addresses other than tax payments or court ordered payments.
- Place stop payments on checks before they have been negotiated.
- Export transactions to Quicken or QuickBooks or as a .CSV file;
- Update profile settings such as address, phone number, email, username and password;
- Reorder Checks;
- Schedule other payments to certain of your accounts.
- Contact us via a secure Online Message.
- Originate ACH credits or debits (See section 11).
- Schedule online wire transfers (See section 12).

The following are limitations on your use of Business Online Banking:

- Available balance may not reflect pending transactions.

The following are additional limitations on your use of Mobile Banking:

- Available balance may not reflect pending transactions.
- You may not reset your Username and Password from your mobile device.

You agree to initiate or schedule all transfers or payment services only when there is or will be a sufficient balance in the account for that transfer or payment. The completion of any transfer or payment order is subject to the availability of sufficient funds in the account at the time the transaction is posted. We may cancel or delay any transaction when the funding account does not have sufficient funds at time of posting. We may also choose to complete the transaction and overdraw the account. In either case, the account can be charged a Non-Sufficient Funds fee as outlined in the Business Services Fee Schedule and your deposit agreement. We are not required to provide notification to you in any form that the transfer or payment order was not honored, and it is your responsibility to make other arrangements to facilitate the processing of the transaction or payment by other means, which may include rescheduling or reinitiating the transaction in Business Online Banking.

3. **Granting Access to Other People (Shared Access) Through Business Online Banking.** Business Online Banking Administrators have the ability to set up business sub-users (i.e., employee, bookkeeper, office manager) with their own login credentials. Permissions are customizable (i.e., view only, partial access, or full access—See Section 13 for more detail). If enabled by an Administrator, business sub-users will have access to the business mobile app. You have sole authority and control in sharing access with anyone and

managing and disabling sub-users and their respective authority regarding your account. You authorize us to act on transaction instructions initiated under the credentials of a sub-user, just as if it was initiated by you or under your credentials and we shall not be liable to you for any activity conducted on or relating to your account by a sub-user. When granting Shared Access, you assume total liability for any and all activities of a sub-user with respect to your accounts, and you agree to hold us harmless in any claim arising from a sub-user accessing, or transacting business on your account via Shared Access. You should closely and regularly monitor the activities of sub-users who access your account through Business Online Banking and notify the Credit Union immediately if there is any reason to believe the security or confidentiality of the account has been breached.

4. **Fees.** The Credit Union offers the basic benefits and conveniences of the Business Online Banking Services to you free. Other fees that may result from performing certain transactions or actions in Business Online Banking as stated in the Business Services Fee Schedule received at account opening still apply. Note, for Mobile Banking your wireless carrier may assess you a fee or fees for data or text messaging services. Please consult your wireless plan or provider for details.
5. **Funding Obligations.** It is your sole responsibility to ensure you have on deposit sufficient available (including, if required, collected) funds to cover all transactions and fees at the time they are presented for payment or are scheduled to be made. We may refuse to process any transaction if sufficient funds are not available in your account to fund the transaction. Available funds may include funds available in any line of credit or other account or credit facility formally established with us for overdraft protection purposes, or pursuant to which we have otherwise agreed to make advances in connection with a service. However, nothing in this Agreement will be deemed a commitment by us to extend credit to you or to grant you overdraft privileges. Any commitment to extend credit must be set forth in a separate agreement with us through a person authorized to make credit decisions on our behalf. Please see the applicable account agreement for additional information concerning available balances, collected funds and when deposits are generally available for withdrawal.
6. **Online Statements and Documentation of Transactions.** Periodic Statement—You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using the Business Online Banking Services, which will show the calendar date that you initiated the transfer, the type of transfer and the account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly. You may also print a record of any individual transaction conducted through Business Online Banking at the time the transaction is completed

You may elect to stop or resume the mailing of paper statements for eligible accounts by changing your statement delivery preferences within Business Online Banking. Only accounts accessible through Business Online Banking may be enrolled for online statement delivery. Eligible accounts are displayed in Business Online Banking. If you receive canceled checks with your periodic statement and choose to receive your periodic statement through online statement delivery, you will no longer receive canceled checks in the mail. Your statement will be available within 24 hours after the statement cut-off date. The statement cut-off date for your online statement is the same as your paper statement. You may view, print and download your current statement and up to 18 months of statement history. We may deliver information to you about your eligible accounts through the Business Online Banking Secure Message Center, email, U.S. Postal Service or within the online statement. It is your responsibility to notify us if your contact information changes. We may continue to mail information to you, including any information you have authorized us to provide to you electronically. We may discontinue the online statement service at any

time at our discretion and resume mailing paper statements to you. We may also add, modify or delete any feature of the online statements service at our discretion. We will provide you with notice of any change or termination in the online statement service. All of your payments and transfers made through Business Online Banking will appear on your periodic account statement. The recipient name, payment amount and withdrawal date will be reflected for each payment made through Business Online Banking. In order to continue to access your statements and notices electronically, CoastHills requires that you log into online banking or our mobile app at least every six months. Failure to log into online banking or our mobile app may result in this feature being turned off and your statement processing to be converted to a paper statement to be mailed to the current address of record.

7. Protection of Your Username and Password. You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you agree to adhere to the following guidelines:

- Do not give out your account information, Password, or Username;
- Do not leave any computer of your business or any Device unattended while you are in the Credit Union's Business Online Banking website or Mobile Banking application;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at (805) 733-7600 or toll-free at (800) 262-4488. Telephoning the Credit Union is the best way of minimizing your losses and liability.

In addition, if you believe your Password has been lost or stolen, please immediately use the Password Edit feature within the My Settings section in Business Online Banking to change your Password.

8. Electronic Mail (Email). If you send the Credit Union an email message, the Credit Union will be deemed to have received it on the following Business Day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: Email transmissions outside of the Business Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use the secure messaging provided in our Business Online Banking site. Use this secure form to email the Credit Union regarding reporting unauthorized transactions or contacting the Credit Union regarding other concerns of a confidential nature.

9. Bill Payment (Business)

- A. Description of Service.** Bill Payment permits you or your authorized user to use a computer or Internet-enabled Device to direct payments from the Online Account(s) that you designated as the account from which you want to make payments to third parties ("Bill Payment Account"). Through Bill Payment, you can pay bills from your Bill Payment Account(s) to businesses or individuals.

Each payment you make will be deducted from the checking account that you designate for that Bill Payment. Any payments you wish to make through Bill Payment must be payable in U.S. dollars to a payee located in the continental United States. A "payee" means anyone, including the Credit Union, you designate, and the Credit Union accepts as a payee. We reserve the right to restrict types of payees to whom payments may be made using Bill Payment from time to time, or to refuse the designation of a payee for any reason.

- B. Bill Payment Transactions.** You may use Bill Payment to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from, or edit merchant information on your personal list of merchants;
- Make a single payment to a payee from your Bill Payment Account. This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date;
- Make recurring payments from your Bill Payment Account. This feature allows you to schedule recurring payments to merchants;
- View your payment history to see payments made over a specified time period;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two Business Days; and
- The bill being paid must be in the member's name.

Limitations on Bill Payment Transactions. The following are limitations to the use of Bill Payment:

- The maximum dollar amount for a single Bill Pay item is \$10,000.00;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;
- If you close the designated Bill Payment Account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed;
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two Business Days;
- The bill being paid must be in the member's name; and
- Bill Payments can only be made from your Bill Payment Account.

You should not use Bill Payment to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

- C. Scheduling Payments.** Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non- Business Day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following Business Day. After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in Bill Payment, it takes two (2) Business Days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) Business Days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) Business Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) Business Days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, Bill Payment will send a check that may take up to ten (10) Business Days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

- D. No Duty to Monitor Payments.** The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we've been advised of the change in advance;
- The failure of any payee to correctly account for or credit the payment in a timely manner;
- Errors you make in initiating a Bill Payment (e.g. incorrect account number, incorrect payee information, incorrect amount to transfer, etc.); or
- Any other circumstances beyond the control of the Credit Union.

If the session during which you schedule a payment or transfer ends by 2:00 p.m. PST/PDT, the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following Business Day. For all entries made using Bill Payment, the time recorded by Business Online Banking will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your Bill Payment Account, Bill Payment will automatically block future Bill Payment services until the account has sufficient funds to make the payment. The Credit Union will attempt to notify you by email or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for contacting the Credit Union at (805) 733-7600 or toll-free at (800) 262-4488 to make alternate arrangements for the payment or reschedule the payment through Bill Payment. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

E. Your Right to Stop or Change Payment Instructions. Payments must be changed or canceled using Bill Payment prior to 2:00 p.m. PST/PDT on the Business Day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. (See our Business Services Fee Schedule for specific applicable fee amounts.) Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue to be in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

F. No Signature Required. When any payment or other Business Online Banking Service generates items to be charged to your account, you agree that we may debit your Bill Payment Account without requiring your signature on the item, and without prior notice to you.

10. Additional Terms and Conditions Relating to Mobile Banking. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through Mobile Banking is also subject to the Business Account Terms and Conditions provided at the time of Account opening.

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

- B. User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, Password or other access information to anyone. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize, and we will not be liable for any damages. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

- C. User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- D. No Commercial Use or Re-Sale.** You agree that Mobile Banking is only for the use of individuals authorized to access your business account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
- E. Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless CoastHills its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Mobile Banking; (b) your violation of any law or rights of a third party; or (c) your use, or use by any authorized user, Primary Administrator, Secondary Administrator, or third party, of Mobile Banking.

11. ACH Origination Services.

- A. General.** If you have been approved by the Credit Union to use ACH Origination service, you may use the service to initiate ACH entries only from your business accounts ("ACH Origination Service"). You may initiate instructions to us to make credit and/or debit entries to accounts of

other persons on your behalf through the nationwide Automated Clearing House (ACH) payment system.

- B. NACHA Rules.** ACH transactions are governed by the NACHA rules. In the event of any conflict between the NACHA rules and any provision of this agreement, the NACHA rules will prevail. Use of the service requires you to understand and comply with the NACHA rules, and you agree to do so with respect to all entries, whether or not sent through the ACH system. You may obtain a copy of the NACHA rules through NACHA.org
- C. Definitions.** Under the NACHA rules, the parties to a typical ACH transaction are defined as: (i) the receiver (the person who authorizes you to credit or debit its account); (ii) the originator (you, or the person/business who initiates ACH entries); (iii) the originating depository financial institution or ODFI (CoastHills Federal Credit Union, who transmits your entries to the ACH system); (iv) the ACH operator (the central clearing facility that transmits entries and performs settlement functions between the financial institutions involved); and (v) the receiving depository financial institution or RDFI (the receiver's bank which posts entries to the receiver's account). The term entry or entries under the NACHA rules means an electronic order or request for the transfer of funds, and for purposes of this agreement, also may refer to the data you send us from which you initiate such transfers of funds. Any other capitalized terms used in this section that are not defined herein or elsewhere in this Agreement will have the meanings set forth in the NACHA rules.
- D. ACH Security Procedures.** When transmitting entries and other information to us in connection with the ACH Origination Services, you agree to follow all ACH security procedures we establish. You acknowledge the purpose of the ACH security procedures is to verify the authenticity of your instructions and not to detect any errors in the content or transmission thereof. In our discretion, our verification procedures in any instance may include contacting you or your administrator(s), and for your protection we may choose not to carry out or we may delay implementing any instructions if we are unable to obtain verification satisfactory to us. Any entry or other instruction purporting to have been transmitted or authorized by you, but which in fact was not authorized, will be deemed effective as your entry or instruction, and you will be obligated to us for the amount thereof, provided we acted in good faith and in compliance with the ACH security procedures. With respect to any entry or other instruction, which was in fact transmitted or authorized by you, you will be obligated to us for the amount thereof, whether or not we complied with the ACH security procedures and whether or not the entry was erroneous in any way or the error would have been detected had we complied with such procedures.
- E. Processing your ACH Entries.** The types of ACH entries you may initiate will be limited to the ACH standard entry class (SEC) codes assigned based on the ACH entry types selected with the ACH Origination Services. Except as provided below with respect to on-us and rejected entries, we will: (i) process properly formatted entries conforming to the specifications in the NACHA rules; (ii) transmit the entries as an ODFI to any ACH operator we select; and (iii) settle for such entries as provided in the NACHA rules. Except for any rejected entries as provided below, an on-us entry received for credit or debit to a receiver's account at CoastHills will be posted to that account on the date you request (the effective entry date), provided it complies with all the requirements of this Agreement and is received by the applicable processing deadline. If such entry is received after the deadline, we will use reasonable efforts to credit or debit the receiver's account on the next Business Day after the effective entry date.

- F. Processing Schedule for ACH Entries.** ACH entries received within the current Business Day's published processing timeframes will be transmitted to the ACH operator on the same day. You may submit ACH entries by using the service 24-hours a day, 7 days a week; however, ACH entries will be processed only on Business Days. ACH entries will not be processed on standard Federal Reserve holidays. Please refer to the Federal Reserve's website FRBServices.org to view the current year's holiday schedule.
- G. Errors and Ambiguities.** If an entry describes the recipient inconsistently by name and account number (i.e., the name and account number do not match our records), the entry may be processed and posted based solely on the account number you supplied, even if the account belongs to a person who is not the recipient and your obligation to pay us the amount of the entry is not excused in such circumstances and, as permitted by applicable law, you waive your right to bring a claim against CoastHills based on any such error.
- H. Reversal Requests.** A request to reverse an ACH entry may be submitted to correct an erroneous or duplicate credit or debit entry previously initiated to a recipient's account. ACH reversals must be submitted within 5 days of the effective entry date and are not guaranteed. ACH reversal requests are subject to the receiving depository financial institution's right of return. You must reimburse us for any expenses, losses or damages we may incur in implementing or attempting to implement any such request. Refer to the NACHA rules for specific obligations and instructions. To request an ACH reversal, please call CoastHills at 805-733-7600.
- I. Rejected Entries, Returned Entries, Notifications of Changes (NOCs).** We may reject any entry that does not comply with any requirement of this Agreement, the NACHA rules or any applicable law, including, without limitation, for any of the following reasons: (i) your failure to transmit entries of the type and manner prescribed by this Agreement, the NACHA rules, or any related agreements, forms, or documents (including electronically) you complete when using the ACH Origination Services or making an ACH entry; (ii) your failure to follow all applicable security procedures, or our inability to verify the authenticity of any entries or instructions using the security procedures; or (iii) your failure to comply with any of your funding obligations set forth in Section 5 (Funding Obligations). Additionally, we may reject any on-us entry (when both parties are CoastHills Members) for any reason for which an entry may be returned under the NACHA rules. We will promptly notify you or your authorized user(s) of any rejected entries, and such notice may be through Business Online Banking or by other means. We will have no liability to you or any other person by reason of the rejection of any entry, unless such rejection is caused solely by our gross negligence, willful misconduct or criminal conduct. We will promptly notify you or your authorized user(s) through Business Online Banking or by other means, of any entries returned to us by the ACH operator. Except for entries you retransmit in accordance with the requirements of this Agreement and the NACHA rules, we will have no obligation to retransmit a returned entry to the ACH operator, provided we complied with this Agreement and the NACHA rules with respect to the original entry. You are responsible for correcting and resubmitting any rejected or returned entries, except we will do so if the rejection or return was caused by our error, provided sufficient data is available to us to effect such resubmission. We will promptly notify you or your authorized user(s) through Business Online Banking or other means of rejected or returned entries and any notifications of changes (NOC, as defined in the NACHA rules) we receive related to your entries, except for NOCs we refuse as provided in the NACHA rules. You must correct any entry information required by a NOC prior to the initiation of the next such entry to the same recipient's account or within 6 Business Days of your receipt of the NOC information, whichever is later.

- J. ACH Origination Limits.** The Credit Union will establish ACH Limits at the time you are approved for use of the ACH Origination Service through Business Online Banking. Limits may include daily dollar amount limits, monthly dollar amount limits, transaction limits, or other limits as deemed appropriate. We may establish and change at any time in our discretion ACH limits for ACH entries you may initiate, and we will have no liability to you or any other person if we reject or suspend processing any entries that would exceed such limits.
- K. Payments of Debits and Credits.** You will pay us the settlement amount of each credit entry file on the Business Day of, (or in the case of prefunded transactions, on the Business Day requested) the effective entry date. We will pay you on the settlement date the amount of each returned credit entry. All of the foregoing types of payments will be made by our crediting or debiting, as appropriate, the account(s) you designate for use with ACH Origination Services. Any credits to your account related to ACH Origination Services will be subject to our normal policies concerning when deposited funds are available for withdrawal.
- L. Representations and Warranties.** Each time you or any person you authorize transmits an entry to us, you represent and warrant to us and agree: (i) the types of entries transmitted are limited to those standard entry class codes you and we have agreed to; (ii) each person shown as recipient has authorized the initiation of the entry and the crediting or debiting of its account in the amount shown and on the designated effective entry date; (iii) such authorization is in writing and is operative and has not been revoked; (iv) you have complied with applicable law with respect to all consumer entries; (v) you have performed your obligations under this Agreement in accordance with all applicable laws; (vi) you make additional warranties to us, which are the same warranties we, as an ODFI, make under the NACHA rules, and (vii) all ACH transactions conducted through Business Online Banking are being conducted by you, or by an Authorized User or Administrator on your behalf, and not on behalf of any other person or entity that has not enrolled in Business Online Banking.
- M. Indemnification.** You agree to bear all liability for, and to indemnify and hold us harmless against fines, penalties or other liabilities relating to ACH services which may be imposed on us by anyone, including NACHA's national system of fines, and which are assessed due to your failure to comply with applicable law, and any losses or costs we may incur arising in connection with a breach of your representations and warranties or this Agreement. You further agree we may collect any such fines, penalties or other liabilities from you through our normal processes for collecting fees, by debiting any of your accounts with us or our affiliates, or by setting off such amounts against any amounts we may owe to you.
- N. Record Retention.** You agree to retain data adequate to permit the remaking of entries for at least 5 Business Days following the date of transmittal to us, and to provide such data to us upon request. You also agree to comply with all record retention requirements set forth in the NACHA rules including, without limitation, requirements relating to the retention of recipient authorization records and any source documents. We have the right to review any of your authorization records or source documents at any time, which you agree to provide to us promptly upon request.
- O. Third-Party Service Providers or Third-Party Senders.** You may not use ACH Origination Services to initiate ACH transactions on behalf of another entity or person unless you are initiating such

transactions as an authorized user or administrator on behalf of an entity that has already been approved and has enrolled in the service.

12. Wire Transfer Services.

- A. General.** If you have been approved by the Credit Union to use the Wire Transfer Services, you may use the service to initiate wire transfer requests only from your business accounts.
- B. Applicable Law.** All wire transfer orders (including any rights to modify or cancel such orders) are governed by UCC Article 4A, except where modified by this Agreement or superseded by any applicable funds transfer system rule, pursuant to UCC section 4A-501. You agree to comply with and be bound by all of the foregoing, as applicable.
- C. Acceptance and Execution of Wire Transfer Orders.** We will use our best efforts to execute any wire transfer instruction, which we agree to accept pursuant to this Agreement, on the same Business Day it is received (or on the Business Day requested for future-dated wires), provided it requests a debit from an account you have designated for wire transfers, and we receive it in the required manner prior to any cut-off hour we may establish from time to time. Requests received after the established cut-off time, weekends or holidays will be deemed received on the next Business Day. We may handle transfer orders in any order in our sole discretion. We may choose any means, intermediaries or transfer systems to execute any wire transfer order. We will use reasonable efforts through Business Online Banking, to send confirmation of each transfer order, and you must promptly review and report any problems to us. We will be deemed to have accepted a transfer order only when we have fully executed it. We may return or reject any wire transfer request or impose conditions that must be satisfied before we will accept it, for any reason in our sole discretion and without any liability to you or any other person. In addition, a receiving bank, or the Federal Reserve Bank, may return or reject a wire transfer. We will have no liability to you or any other person by reason of the rejection of any wire transfer, unless such rejection is caused solely by our gross negligence, willful misconduct or criminal conduct.
- D. Cancellations and Return Wire Requests.** If you subsequently request cancellation or return of any wire transfer, we may, but are not obligated to, attempt to implement your instructions, but will have no liability to you or any other person for our inability or failure to do so, and in such case, you will remain obligated to us for the full amount of the original transfer order. You must reimburse us for any expenses, losses or damages we may incur in implementing or attempting to implement any such request. To request a wire transfer cancellation or return wire request, please call CoastHills at (805) 733-7600 or toll-free at (800) 262-4488.
- E. Processing Schedule for Wire Transfers.** Wire transfers are executed in real-time throughout the Business Day, assuming the wire transfer has not been rejected, returned/suspended by us due to insufficient, inaccurate or inappropriate wiring instructions. You acknowledge our right to reverse, adjust, stop payment or delay any transfer order subject to the rules, regulations, laws and operating circulars of any transfer system. Final cut-off is stated on the request form for same day wire through the service. Although you may submit wire transfers by using the service 24-hours a day, 7 days a week, wire transfers will be processed only on Business Days, subject to system availability.

- F. Errors or Ambiguities.** You are solely responsible for accurately identifying in your transfer instructions the beneficiary and beneficiary's bank. If your instructions inconsistently identify a beneficiary by name and account number (i.e., if the name and account number at the beneficiary's bank do not match), you acknowledge the beneficiary's bank may credit payment based on the account number alone, notwithstanding the discrepancy. Similarly, if your instructions inconsistently identify the beneficiary's bank by name and bank routing/transit number, we may rely solely on the routing/transit number in executing the order. In either of the foregoing situations, we have no obligation to detect errors in or to question your instructions, and you assume all risks of any losses resulting there from. If we believe your instructions are ambiguous or may contain errors, in our sole discretion we may, but are not obligated to, delay the execution of any wire pending receipt of clarification from you.
- G. Foreign Wires and Fees.** If you request a wire transfer in US dollars to a beneficiary in a foreign country, we may make the transfer in the currency of that country pursuant to our normal procedures at our buying rate of exchange on or before the transfer date. Such exchange rate may differ from rates offered or published by other sources. You accept all risks of currency exchange rate fluctuations between the time you initiate a foreign wire request and the time it is completed. In addition to paying the CoastHills foreign wire transfer fees, you shall be responsible for paying any and all fees charged by our correspondent banks, intermediary banks and paying agents for handling or forwarding an international wire transfer from CoastHills, some, if not all of which, may be deducted from the wire transfer proceeds.
- H. Wire Limits.** The Credit Union will establish Wire Limits at the time you are approved for the Wire Transfer Services. Limits may include daily and/or dollar amount limits, number of wires, or other limits as deemed appropriate. We may establish and change at any time in our discretion Wire limit for Wires you may initiate, and we will have no liability to you or any other person if we reject or suspend processing any request that exceeds such limits.
- I. Liability Related to Wire Transfer Service.** If we fail or delay in executing a proper transfer order, or if we make a transfer in an amount greater or less than the amount requested, our liability to you will be governed and limited by UCC section 4A-305.
- J. Representations and Warranties.** Each time you, or any person you authorize, submit a wire transfer order to us, you represent and warrant that each transfer order complies with your obligations under this agreement and with all other applicable law.

13. Administrators in Business Online Banking.

- A. Authority of Administrators and Sub-users.** A Primary Administrator is the person you designate with full authority over all business online banking transactions. The Primary Administrator must be setup by and confirmed with CoastHills in writing on an authorization form. Only one Primary Administrator will be allowed for your business accounts. Primary Administrators will have full authority over all your all accounts.

Secondary Administrators must be initially setup by CoastHills. Primary Administrators are allowed to designate multiple Secondary Administrators through Business Online Banking by completing an authorization form. The access levels that Secondary Administrators will have on your account is controlled by your Primary Administrator. Please note that Secondary Administrators can

perform the same task as the Primary Administrator (list below in Section B) except for the following tasks: a Secondary Administrator cannot change the Primary Administrator's limits on transactions in ACH Origination or Online Wires and cannot grant access to Primary Administrator.

Sub-users: CoastHills cannot designate or approve sub-users and any sub-users must be setup by the Primary Administrator or a Secondary Administrator. You are allowed to designate multiple sub-users on your business account through Business Online Banking. The level of access that any sub-user has is controlled by the Primary Administrator or a Secondary Administrator. Please note that sub-users cannot do the following: Create/edit/approve/delete business users; unlock users; or reset passwords.

For purposes of this Agreement each Primary Administrator, Secondary Administrator and sub-user is considered an Authorized Representative.

B. Designating Administrators. As a Business Member you may designate a Business Online Banking Primary Administrator (Primary Administrator) as well as any number of Secondary Administrators. The Primary Administrator may or may not be a signer on the related account(s) but will have full authority to perform transactions via Business Online Banking regardless of their status on the account(s), including full access to additional services such as ACH Origination and Wire Transfer Services. Secondary Administrators may or may not be signers on the related account(s) and will have the level of access given to them by the Primary Administrator. In addition, the Primary Administrator may change or delete other users, including Secondary Administrators, and all users may have access to your consumer account(s) if they are included in the Business Online Banking Service if such access is given to them by the Primary Administrator. The additional users (including Secondary Administrators setup by the Primary Administrator) may also have full access to all accounts, if setup for such access by the Primary Administrator. Therefore, you should carefully select and oversee your Primary Administrator and any other sub-user(s) and limit the number of Primary and Secondary Administrators you designate even though the Primary and Secondary's Administrators' authority is established in and only resides in Business Online Banking. Your Primary Administrator can perform the following tasks on your behalf: (i) add and delete additional users; (ii) assign and re-set passwords; (iii) assign and modify limits to transaction levels (both daily and transactional) for all sub- users; (iv) assign ability to view accounts; (v) assign ability to conduct transactions; (vi) make sub-users inactive or active; (vii) modify/add/delete alerts and other services for sub-users; (viii) view all accounts, including personal, business, and multiple entities. Secondary Administrators can perform the same tasks other than they cannot change the Primary Administrator's limits in any way or grant access. You represent and warrant all Primary and Secondary Administrators and users have been authorized by all necessary action to act on behalf of your business. You must immediately inform us of any change in the persons authorized to act on behalf of your business. If the Credit Union believes there is to be a dispute between you and a Primary or Secondary Administrator or user, or if the Credit Union receives inconsistent instructions from you and/or a Primary or Secondary Administrator or user, the Credit Union may terminate all Business Online Banking Services, suspend or close any account, require a court order to act, or require all parties to agree in writing to any transaction concerning the account.

14. Additional Terms and Conditions for Mobile Check Deposit (Business). The Credit Union offers business members Mobile Check Deposit, which is designed to allow businesses to make deposits to eligible Credit Union accounts from anywhere with cellular data connectivity by using CoastHills Federal Credit Union

Business Mobile Application and your Device to take and send an electronic image of the item. It eliminates the need to deliver the paper item to the Credit Union.

To use the Mobile Check Deposit, you must meet the following system requirements:

- You must be a Member in Good Standing.
- You must have a Device (e.g., smartphone or tablet) with an enabled camera and internet access. Third party fees may apply for data and Internet access.
- You must have the CoastHills Federal Credit Union Business Mobile Application installed on your mobile device. The application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.
- You agree to notify us immediately if you change your email address, as this is the email address where the Credit Union will send you notifications of its receipt of mobile check deposit items.

Your enrollment in the Mobile Check Deposit includes access to mobile text messaging related services and alerts. By receiving or otherwise using these services, you give your express consent that the Credit Union may send messages through your communication service provider in order to deliver them to you, and that your communication service provider is acting as your agent in this capacity. The Credit Union may use a telephone number, email address or other contact information you may have provided to the Credit Union for these services, so that the Credit Union may send you certain information about your account.

When using Mobile Check Deposit, you may experience technical or other difficulties. The Credit Union will attempt to post alerts on its website or send you a text message to notify you of interruptions to the Mobile Check Deposit. The Credit Union does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. An Image Replacement Document is a negotiable instrument used in electronic banking systems to represent a physical paper check. It may be wholly digital from payment initiation to clearing and settlement, or it may be a digital reproduction (truncation) of an original paper check.

The following types of checks or other items are not accepted for deposit through Mobile Check Deposit and are considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks drawn on the same account at CoastHills in which you are making the deposit.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.

- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit or otherwise defined as “stale dated”.
- Checks “post-dated” after the date of deposit.
- Checks or items prohibited by any other terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the service or any other service at the Credit Union or any other financial institution.
- Any check that is incomplete.
- Any item stamped “non-negotiable” (whether stamped in print or as a watermark), Savings Bonds or Treasury Bonds.
- Checks that have been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.

In the event that you or any third party, presents, or attempts to present, a deposit in violation of this provision you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us in our sole discretion.

You further acknowledge that you and not us are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Mobile Check Deposit feature and you assume all liability to the drawer of any item imaged using the Mobile Check Deposit feature or liability arising from our printing of any substitute check from those images.

Proper Endorsement for Mobile Check Deposit at CoastHills Only—Checks deposited via Mobile Check Deposit available on Mobile Banking must be properly endorsed. Endorse check as labeled on the payee line and clearly mark it “For Mobile Deposit at CoastHills Only” either in the box provided or in writing in the endorsement area. Checks not properly endorsed with signature(s) by all payee(s) and marked “For Mobile Deposit Only at CoastHills Only” will be rejected.

You agree to follow any and all other procedures and instructions for use of the Business Online Banking Service as CoastHills may establish from time-to-time.

The Credit Union reserves the right to reject any item transmitted through Mobile Check Deposit, at its discretion, without liability to the Credit Union. The Credit Union is not responsible for items it does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that the Credit Union has received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your Account. The Credit Union further reserves the right to charge back to your Account at any time any item that the Credit Union subsequently determines was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied

against you, your account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. You understand that if an item you transmit to us for deposit is rejected, we will send an email to you at the email address we have on file for your account to alert you of the rejection within two (2) Business Days of the date we receive the original transmission of your item. Should the email be returned as undeliverable, we will have completed our obligation to alert you and therefore, we are under no further obligation to attempt any redelivery of the email. Further, you understand that we are not responsible if, for any reason, you do not receive our email. You agree that if you wish to attempt to deposit any rejected item again, you only will do so by depositing the original item on which the rejected item is based. You acknowledge and agree that even if we do not initially identify an electronic image as a rejected item, the substitute check created by us therefrom may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank.

Funds Availability. You acknowledge that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Mobile Check Deposit is received and accepted on any given Business Day, the Credit Union will consider that day to be the day of your deposit. Otherwise, the Credit Union will consider that the deposit was made on the next Business Day. Funds deposited using the Mobile Check Deposit will generally be made available in two (2) Business Days from the day of deposit. The Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with the Credit Union, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant. However, the Credit Union may delay your access to funds as determined by other factors at its discretion, such as, but not limited to; the amount of item deposited, transaction activity, non-sufficient funds count, returned item count, account balance, account restrictions and type of item being deposited.

Retaining and Securing Checks. You agree to retain the check for at least seven (7) calendar days from the date of the successful image transmission. After you have received confirmation of your deposit, you agree to mark "VOID" on the deposited check, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Credit Union upon request. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Remote Deposit Capture feature) and (ii) unauthorized use of information derived from the original checks. You understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures for the original checks. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process (e.g., through the use of competent shredding equipment) and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

Limits. We may establish limits for deposits made through Mobile Check Deposit. If you attempt to initiate a deposit in excess of these limits, the Credit Union may reject your deposit. If the Credit Union permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Credit Union will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per Business Day for business deposit accounts. The current monthly dollar limit is \$10,000.00 per any 30 consecutive calendar day period for business deposit accounts. There is no

daily or monthly limit on the number of items, as long as the respective dollar limits are not exceeded. In general, if an image on an item you transmit through Mobile Check Deposit is received and accepted by the Credit Union prior to the cutoff time on a Business Day, we consider that day to be the deposit day. Otherwise, we will consider the deposit day to be the next Business Day we are open. Funds will generally be made available the next Business Day after the deposit day.

Errors. By using the Mobile Check Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Warranties. The image of an item transmitted to the Credit Union using Mobile Check Deposit must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, American National Standards Institute (ANSI), ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. Items transmitted by you that do not meet the image quality standards will be rejected. You warrant to the Credit Union that:

- You will only transmit eligible items;
- You will not re-deposit or re-present the original item;
- You will not transmit duplicate items;
- You will comply with this Agreement and all applicable rules, laws, and regulations;
- All information you provide the Credit Union is accurate and true;
- All items transmitted are made payable to your business.
- All items transmitted are a true and accurate rendition of the front and back of the original item and have not been altered in any way; and
- The signature on any item is authentic and authorized.

Any breach of the above warranties may result in cancellation of Mobile Check Deposit, closure of your personal and/or business accounts, or termination of your entire CoastHills Federal Credit Union relationship. You agree to indemnify and hold harmless CoastHills Federal Credit Union from any loss for breach of this warranty provision.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited in your possession and your records relating to such items and transmissions.

15. Term and Termination.

- A. Term.** This Agreement will become effective upon you clicking the box accepting these terms and conditions and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause.** We may immediately terminate your Business Online Banking Services privileges (including the Bill Payment Service) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due;
- You do not comply with applicable law, this Agreement or any of your other agreements governing your deposit or loan accounts; or
- Your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Business Online Banking Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Business Online Banking Service(s) you are discontinuing, and the termination date of the applicable service(s). When Bill Payment is terminated, any prescheduled bill payments made through Business Online Banking will also be terminated. Your final charge for any service related to Business Online Banking, such as ACH Origination or Online Wire Transfer will be assessed at the end of your statement cycle, or in some cases at the time of processing. You may notify the Credit Union by one of the following methods:

- By sending an e-mail to: memberservices@coasthills.coop;
- By calling (805) 733-7600 or toll-free (800) 262-4488; or
- By writing a letter and either sending it to the following address: Attention: CoastHills Federal Credit Union PO Box 8000, Santa Maria, CA 93454 or giving it to a Member Services Representative at any of the Credit Union's locations.

We may convert your account to inactive status if you do not sign on to the Business Online Banking or do not have any transaction scheduled through the Business Online Banking during any consecutive 180-day period. If your account is considered inactive, you must contact us to have the Business Online Banking activated before you will be able to schedule any transaction through Business Online Banking.

16. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to any Business Online Banking Services. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.

- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit or loan agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- A. Indemnification.** To the extent permitted under applicable law, and except in instances of our negligence, you agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses, damages, loss, and costs (including our reasonable attorney fees) related to the Business Online Banking Services.
- B. Third Party Software and Equipment.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access a Business Online Banking Service.
- C. Virus Protection.** The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your computers using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

17. Security.

- A. Security Procedures.** You must review this security section in light of any potential account access service initiation and transactions (volume, value, and frequency). Use of any of the Business Online Banking Services is your acceptance of the Security Procedures, as defined below, and agreement that the Security Procedures are commercially reasonable for such potential access and transactions as offered by CoastHills. Before accessing any Business Online Banking Service, you must provide information such as phone number and email address and establish a combination of security measures such as usernames, passwords, and combined with other authentication tokens, codes or security measures as we may advise, or require, you to use. These Security Procedures contain information provided by you. You agree that access, transfers, service initiation, and transaction initiation using valid Security Procedures will be treated as authorized by you or your authorized agent and may be processed by the Credit Union. Any services or transactions initiated by providing CoastHills your Security Procedures will be considered as authorized by you or your agent, regardless of whether you intended those services to be initiated or transactions to be made from your account. You agree the Credit Union will not be liable for your failure to use required Security Procedures.

Failure to use advised Security Procedures may significantly increase your risk of fraudulent transactions. You hereby indemnify the Credit Union for any liability, loss, cost, and expense, including but not limited to reasonable attorney's fees, arising from such access, transfer, or transaction initiation made with your Security Procedures, including such services or transactions not actually initiated or intended by you. Sharing, loss, theft, disclosure, or inadvertent access of your Security Procedures may result in unintended access, transfers, services, or transactions. Unless otherwise expressly provided in this agreement, you assume all risks such potential losses or damages arising from use of your Security Procedures, whether any such use was unauthorized or fraudulent, accidental, or inadvertent, by you or by someone you have authorized to use the Security Procedures and exceeded that authority.

- B. Computer Security.** You acknowledge we are unable to determine whether any part of your Computer system, computer, mobile, or other electronic device, system network, software, application, app, browser, internet connection, or other parts used to access the service (collectively your "Computer System") has been infected with malicious software or compromised by unauthorized individuals. You are responsible for keeping current virus protection to protect your Computer System, and for regularly scanning your Computer System for spyware or other malware. We are not responsible for any losses, errors, failures or malfunctions arising in connection with any unauthorized intrusion into your Computer System, unless we had actual prior knowledge thereof. You agree to allow a competent professional to conduct a forensic investigation on your Computer System if you assert a transaction was initiated with your Security Procedures and assert such transaction was not authorized or intended by you.
- C. Hardware, Software and Operating System Requirements.** To access and use Business Online Banking, you must have a computer or device capable of supporting of the latest version of one of the following Internet browsers: Edge, Mozilla FireFox, Google Chrome, or Apple Safari, or their later-developed functional equivalents, which may be supported by or acceptable to the Credit Union. If you are not using one of the supported browsers listed, you may encounter issues within your Business Online Banking experience. We recommend switching to one of the supported browsers listed in order to ensure you have an optimal Business Online Banking experience. Note, if accessing Business Online Banking via a mobile Device your Device should have the latest version of Android or iOS, or their later-developed functional equivalents, which may be supported by or acceptable to the Credit Union. To access and use Mobile Banking, you must download the CoastHills Federal Credit Union app from your device's app store. The CoastHills Federal Credit Union app is compatible with the two most recent major Android or iOS releases. To use Bill Payment through Business Online Banking, you must have a computer, modem, Internet Service, browser, your Username and Password and you must be enrolled in Business Online Banking. We are not liable for your inability to use Business Online Banking due to incompatible hardware or software, now or in the future. You are responsible for installing, maintaining, and operating all software, hardware, or other equipment necessary for you to access Business Online Banking Services. We are not responsible for errors, failures, or malfunctions of any computer or Device used, or attempted to use, for account access. We are also not responsible for viruses or related problems associated with use of any online system. Statements, notices, tax forms and disclosures will be available in a PDF file format; you will need Adobe Acrobat Reader version 6 or greater to view the forms and access to a printer to print the forms. If you do not have Acrobat Reader, you can download it free from Adobe's website.

- 18. Third Parties.** The Credit Union may contract with third party service providers or other parties with respect to one or more of the Business Online Banking Services or the provision of an Online Banking Service or

parts thereof. To the extent applicable to you and made known to you, you agree to comply with the requirements of the contracts between Credit Union and such third parties relative to the Business Online Banking Services. Credit Union may, from time to time, refer you to third parties for the provision of products or services not offered by Credit Union. You acknowledge and agree that such third parties are not affiliated with or endorsed by Credit Union. You further agree that Credit Union does not guarantee such products or services and is not liable for the actions or inactions of any such third parties.

You are able to access and use your financial data in a variety of personal financial management (PFM) applications, such as Quicken and QuickBooks. The PFM Connect Service may be delivered through a combination of systems, including but not limited to, Web Connect and Direct Connect. These services offer an aggregation and categorization engine which will enable you to view and access your account data, including information on balances, transactions and posted dates.

- A. Direct Connect.** Direct Connect facilitates the direct download of data while you are in Quicken or QuickBooks. This creates a two-way communication between Business Online Banking and the PFM. If you have accepted the terms herein and are an active Bill Payment user, Direct Connect will function as a connectivity platform allowing for transfers between your accounts at the Credit Union and Bill Payments to be initiated directly within the PFM and executed from Online Banking. However, not all Bill Payment functionality is supported within Quicken, including but not limited to; editing single payments, editing recurring payments, and editing a Bill Payment email. A separate registration process is required to utilize the Direct Connect PFM service with Quicken and/or QuickBooks.
- B. Web Connect.** Web Connect enables you to export transactions into Quicken and QuickBooks. This allows you to push transactions to the PFM while logged into Online Banking. There is no additional registration process to begin using Web Connect. Quicken is offered by Quicken, Inc. CoastHills doesn't own or operate Quicken. Quicken is solely responsible for its content, product offerings, privacy and security. Please refer to Quicken's terms of use and privacy policy, which are located on Quicken's website and are administered by Quicken.

QuickBooks is offered by Intuit, Inc. CoastHills doesn't own or operate QuickBooks. Intuit is solely responsible for its content, product offerings, privacy and security. Please refer to Intuit's terms of use and privacy policy, which are located on Intuit's website and are administered by Intuit. QuickBooks and Quicken are registered trademarks of Intuit, Inc.

19. Miscellaneous Terms and Conditions.

- A. Other Credit Union Agreements.** In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts and the Business Account Terms and Conditions. Your use of the Business Online Banking Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct any applicable fees related to Business Online Banking Services from your Account each month.
- B. Changes and Modifications.** The Credit Union may modify the terms and conditions applicable to Business Online Banking from time to time. We may send any notice to you via e- mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective

at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of Business Online Banking in whole or in part at any time without prior notice.

- C. Assignment.** We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior written consent.
- D. Notices.** Unless otherwise required by applicable law, any notice or written communication given by the Credit Union pursuant to this Agreement may be sent to you electronically.
- E. Severability.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- F. Governing Law.** This Agreement is governed by the laws of the State of California and applicable federal law.
- G. Attorney Fees.** You agree to pay all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.
- H. Delay in Enforcement.** Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and we expressly reserve the right to enforce such provision, or to exercise such right or remedy, at a later date.

ELECTRONIC SIGNATURE AGREEMENT. By selecting the "I have read and accepted the Terms & Conditions of service" box, you are signing this Agreement electronically. By selecting this box, you consent and agree to be legally bound by this Agreement. You further agree that your use of a key pad, mouse, your finger, or other device to select an item, button, icon or similar act/action, or to otherwise provide the Credit Union instructions within Business Online Banking and the Business Online Banking Services, or in accessing Business Online Banking or the Business Online Banking Services or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions within Business Online Banking constitutes your signature, acceptance and agreement as if actually signed by you in writing.