



Business Digital Banking Agreement and Disclosure

Effective March 17, 2026

This Business Digital Banking Agreement and Disclosure (“Agreement”) provides terms and conditions that apply when a business enrolls in Mobile and/or Online Banking (also referred to as “Digital Banking”) Services (“Service(s)”) provided by SkyOne Federal Credit Union (“Credit Union”). These terms and conditions are in addition to those that apply to any accounts or other services the business has with the Credit Union. Services herein also include the data systems we use to provide the Services. This Agreement, along with the Fee Schedule and any other account agreements disclosures provided to you in connection with your accounts (collectively “Disclosures”), is a legal contract between Business (“you,” “your,” or “user”) and the Credit Union and sets out the terms and conditions of your use of the Service(s). Please read this Agreement carefully and keep a copy for your records because it contains important information and guidelines for using the Service(s).

Definitions:

- “Administrator(s)” are all business owners and authorized signers on the business account at the credit union are designated as Administrators.
- “Sub Users” are individuals who are not signers on the business account but have been granted access to Digital Banking by an Administrator.
- “Authorized Users” are Administrators and/or Sub Users who are authorized to transact within Digital Banking.
- “Two Factor Authentication (2FA)” is a security feature designed to provide an additional layer of protection when accessing Online or Mobile Banking. In addition to entering your username and password, you will be required to verify your identity using a second authentication factor.
- “Internet Browser” is software used to connect to the Internet.
- “Username” is the credit union-generated identification code assigned to you (or one that you create after initial login) for your connection to the Service.
- “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 the Service, when used in combination with a username.

- “Online Account” means the credit union account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Services. An account means any of your account(s) to which we may allow access via the Services under this Agreement. Only checking accounts are eligible for online Bill Pay privileges. We may, from time to time, as allowed by law, make additional accounts available for Bill Pay.
- “Business Day” is every Monday through Friday, excluding Federal Reserve holidays.
- “Affiliates” are companies related by common ownership or control.
- “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

The Business and the Credit Union agree as follows:

Non-Consumer Transactions

You are or intend to become a business member of the Credit Union. As a business member, you agree to use our Service(s) for non-consumer transactions only. A “non-consumer transaction” means the use of the Service(s) for any purpose that is not a consumer transaction. For example, you agree not to use Services to deposit personal funds or pay personal obligations. In addition, a non-consumer transaction includes, to the extent allowed by law, any transaction not covered by federal consumer protection laws and regulations.

Applicable Agreements

Your access to and use of the Credit Union’s Services shall be governed by this Agreement, other agreements and disclosures provided to you when you opened this account (including the Schedule(s), all of which are incorporated herein by reference), as amended from time to time, between the Credit Union and you. In the event of conflict between this Agreement and any other agreement with the Credit Union, this Agreement shall prevail, unless otherwise provided herein.

In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future law, regulation or government policy to which the Credit Union is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such law, regulation or policy, and the Credit Union shall incur no liability to the Business as a result of such violation or amendment. No course of dealing between the Credit Union and the Business will constitute a modification of this Agreement or constitute an agreement between the Credit Union and the Business, regardless of whatever practices and procedures the Credit Union and the Business may use.

Services

a. **Available Services** - You may use the following Services, as available, in addition to others we agree to provide:

- View current balance information on your Credit Union accounts
- View Credit Union account history
- Transfer funds between your accounts
- Make payments on Credit Union loans
- Order checks
- View posted check images
- Digital Issuance of your Business Debit Card and Card
- Set up and maintain Alerts
- Make stop payment requests
- Export history information in various formats
- View and print statements
- Update account information
- Establish and maintain Sub Users
- Initiate wire transfers
- Secured Messaging
- Mobile Check Deposit (in the mobile app only)
- Order Bill Payments from Business's checking account to Payees

Transaction requests initiated through the Additional Service(s) listed in Section 3(b) that we receive for processing by the "cutoff" times on a business day are processed on that business day. Requests received after the cutoff time or on a non-business day may be deemed received as of the next business day and may be processed on that business day. Our business days are Monday through Friday, excluding Federal holidays.

b. You may initiate stop payment requests online via Online Banking Services for paper checks you have written (non-electronically) on your accounts and ACH transactions initiated on your account. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. To be effective, the stop payment must identify the name of the payee, the check number, the amount, and the date of the check. You may also place a stop payment on a series of checks. The stop payment order will be honored for fourteen (14) days. When confirmed in writing, the stop payment order shall remain in effect for six (6) months, unless revoked or renewed in writing. See the Business Account Agreement regarding more information on stop payments for ACH transactions. The charge for each stop payment request will be the current charge for such service as set out in the Schedule of Business Service Charges.

c. **Additional Services for Business members with Business Treasury Suite** - In addition to the services listed above, by executing this Agreement as well as a separate agreement, you may also use the following Service(s):

- Initiate Automated Clearing House ("ACH") entries to United States financial institution accounts if the ACH Origination Agreement has been completed and approved by us.
 - Separate fees may be incurred for the Business Treasury Suite

d. **New Services** - The Credit Union may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new Services. By using these new Services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Using your Business Online Service(s)

To access your account(s) through Online Banking, you must have an eligible Credit Union account, access to the Internet, and a valid email address. The Credit Union will provide you with instructions on how to use the Service(s). After a one-time registration process, you will log into the Service with your username and password. You will have the option to require Two-factor authentication (2FA) at every login via call, text, email, or Authenticator App to increase security upon registration.

Electronic Communications and Statements Consent

By enrolling in Online Banking, you consent to receive electronic communications, including but not limited to

account statements, tax documents, required disclosures, and notifications (“eStatements” and “eNotifications”). These documents will be delivered electronically through Online Banking and/or to the email address we have on file for you.

You may choose to receive paper copies mailed to your address on file in addition to your electronic delivery. Additional fees may apply for paper copies. Please refer to our Schedule of Service Charges for the most current fee information.

You will be notified at the email address on file when your e-statement is available for viewing in Online Banking. It is your responsibility to maintain a valid email address and mailing address with us to ensure timely receipt of communications.

Withdrawing Consent – You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at (800) 421-7111, by sending your instructions to us via U.S. mail to SkyOne Federal Credit Union, P.O. Box 5003, Hawthorne, CA 90251-9801, or by visiting one of our branches. If you withdraw your consent, you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above-listed agreements and disclosures through our website.

SMS

SkyOne Federal Credit Union offers members the convenience of SMS/text alerting for many kinds of Digital Banking activities. Members can opt in to receive texts when someone logs in to their account, when transactions over a certain limit occur, to receive balance alerts, transfer alerts, and one-time passcodes.

Message Delivery and Frequencies

Messages will be delivered from SkyOne Alerts. For one-time passcode messages, you will receive one message per request. For Account Alerts, message frequency varies.

Opting Out

You can cancel SMS Alerts at any time by visiting the Alerts page in Digital Banking and changing your settings at an individual alert level. To stop all alert SMS messages from Digital Banking to a phone number, text STOP from the phone number you no longer wish to receive alerts at. Texting STOP will stop all SMS messages from Digital Banking to that phone. After you text STOP to us, we will send you an SMS message to confirm that you have been unsubscribed, and you will no longer receive SMS messages from us to that number.

Opting Back In

Once unsubscribed, if you decide to opt in again to receiving messages by SMS, visit the Alerts page in Digital Banking and change your settings at an individual alert level to use the text channel. Texting START will also opt you back in to the SMS program, but you will still need to update your individual alert settings to use the SMS channel.

Help and Support

If you are experiencing issues with the messaging program, you can reply with the keyword HELP to get more information, or you can call the Service Center directly at 800-421-7111.

Carrier Disclaimer

Carriers are not liable for delayed or undelivered messages.

Message and Data Rates

Message and data rates may apply for any messages sent to you from us and to us from you. The number of messages you receive will depend on the alerts you subscribe to and the frequency settings you choose. If you have any questions about your text or data plan, please contact your wireless provider.

Privacy

Personally identifiable information (PII) obtained from this short code will not be shared with third parties for their own marketing. For more information, please see our Privacy Policy.

Fees and Charges

The Business agrees to pay the Credit Union for services provided under this Agreement in accordance with the schedule of charges on the SkyOne Schedule of Business Service Charges. The Credit Union may change its fees from time to time in its sole discretion upon advance notice to the Business.

Membership, Account Ownership, And Authority To Combine Funds

The Services will be available to the Business only if the Business maintains an Account in accordance with the Business Account Agreement. Any change in the designation of Account(s) will only be effective if such

change is communicated through written communication to the Credit Union, and any such change will only be effective after being accepted by the Credit Union and after the Credit Union has had a reasonable opportunity to act on such a request.

Though Services are generally used and transacted through Digital Banking, the Credit Union may act on the verbal, written, or electronic instructions of any authorized signer on the account(s).

In general, the Business warrants to the Credit Union that all Accounts listed are for business and commercial purposes and not for personal use. However, the Business may authorize the access of Accounts that may have different names or tax ID numbers to be accessed using the same profile as the Business named on the Business Digital Banking Enrollment form. This may include a personal account if agreed upon by the Credit Union. The Business acknowledges that the ability to view and transact on accounts via Digital Banking allows Administrators the ability to transact between these accounts (regardless of ownership) and that the Credit Union incurs no responsibility for any losses that result in the transfer of funds between separate entities (whether intentional or unintentional).

The Business hereby represents and warrants to the Credit Union that any and all transfers between Accounts and commingling of funds have been duly authorized by all necessary parties and that each transfer or commingling of funds is not in violation of any bylaws, resolutions, or agreements of the Business, its affiliates or subsidiaries, nor in violation of any applicable federal, state, or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon the Credit Union's effecting each transfer and commingling of funds authorized hereunder.

Your Responsibility when The Username and Password are Used

In your electronic communications with us, you must use your unique username, password and Two-Factor Authentication (2FA) if elected. to initiate a secure session with us. You may then use the tools provided by us within the Service.

When we commence your ability to access the Service, each signer on your SkyOne Business Membership must register individually with the business TIN, the signer's SSN, and the signer's date of birth. After a one-time registration process, you will log into the Service and establish a unique username and password.

We are entitled to act upon instructions we receive

with respect to the Service under your username and password, and you are liable for all transactions made or authorized with the use of your username and password. We have no responsibility for establishing the identity of any person who uses your username and password. You agree that if you give your username and password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your username and password will have access to the Service and can access your accounts, and you are responsible for all transactions/activity by such person even if they are not authorized to transact or if you are the victim of fraud.

You agree to take appropriate steps to ensure that all usernames and passwords, and any other applicable security procedure issued to your agents, representatives, employees, or officers are protected and kept confidential. You agree to notify the Credit Union in the event your use of the Service would necessitate or be better served by a level of security that exceeds that offered. If you fail to notify the Credit Union, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to indemnify and release the Credit Union from any and all liability and agree not to make any claim against the Credit Union or bring any action against the Credit Union, relating to its honoring or allowing any actions or transactions that were conducted under your username and password or acting upon messages or authorizations provided to us using your username and password.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the Service, whether caused by the equipment, software, the Credit Union, Internet Service Providers (ISP), Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of the Service, hurricanes, floods, or other disasters, nor shall we be responsible for any direct, indirect, special, or consequential, economic or other damages relating in any way to the foregoing.

By directing us to initiate a transaction, through the use of your username and password to access the Service, you authorize the Credit Union to complete the transaction. Any requests or instructions we receive from you through the Service shall constitute writings with your signature as provided under all applicable law and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide using your username and password.

Your access to the Service will be blocked in the event your username and password is entered incorrectly on three (3) consecutive attempts. If this happens, please call us for assistance at (310) 491-7500 or Toll Free at (800) 421-7111.

Contact In Event Of Unauthorized Access

If you believe that your username and/or password has been lost or stolen, or that someone has accessed the Service and/or your online account without your permission, call us immediately at (310) 491-7500 or Toll Free at (800) 421-7111.

Responsibility For Administrators

Business owners and authorized signers on the account are designated as Administrators. If there are any changes to the business owners or authorized signers, you must notify the Credit Union immediately. As an Administrator, you have the ability to designate Sub Users (who are not signers on the business account) in the business Online Banking platform. Access to your online accounts will be based on the identification of users and authority levels specified by you as the Administrator. You must notify us if you terminate or change any Administrator.

It is your responsibility to understand the capabilities built into each Service to prevent unauthorized transactions, and to decide which account(s) and Service(s) to link to each Sub User. When you designate Administrator and Sub User authorities, keep in mind the importance of separation of duties to protect yourself against losses or damages.

If you wish to change your Administrator(s), you will give notice to the Credit Union in writing. Upon receipt of notice, the Credit Union will require new membership documents to add or remove signers from the account. We will not take action based on your new request until we receive the properly executed documents and have a reasonable opportunity to act.

The Administrator(s) is responsible for setting up other Sub Users of the Services. The Service is available seven days a week, twenty-four hours a day, although some or all options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notices of any extended periods of non-availability through website screens or on your account page.

The Administrator(s) is responsible for assigning all persons ("Sub Users") with a unique username and password, who will be a Sub User and what (if any) limitations apply to the Sub User's access/use of the Service. The Administrator(s) is also responsible for adding, changing, or deleting Users; adding, changing,

or deleting access to accounts; and resetting usernames and passwords for Sub Users. The Administrator(s) is the primary contact with Credit Union support staff for these functions. Finally, the Administrator(s) will have full access to your accounts at the Credit Union, as well as any new accounts you may open in the future, which are designated to be accessed via the System.

The Credit Union will not control or oversee the Administrator function. By executing this Agreement, you agree to accept (and for the delegation of) the Administrator function, you agree to this and all actions taken by the Administrator(s), and all such persons who are your agent for purposes of use of the Services. You further agree to assume all risks associated with providing usernames and passwords to your agents, representatives, employees or officers, and to limit the number of usernames and passwords issued to only those who have a specific need to use the Service. You must establish authorization parameters for each person you authorize to use the Service on your behalf.

Dual Control

Sub Users can be granted the ability to create transfers, wire transfers, and ACH Entries and/or transmit them to the Credit Union. THE BUSINESS IS STRONGLY ENCOURAGED TO ESTABLISH INTERNAL CONTROLS TO REQUIRE DUAL CONTROL WHEN SUBMITTING TRANSFERS, WIRE TRANSFERS, AND ACH ENTRIES VIA DIGITAL BANKING. Opting for sole control decreases the amount of security provided for Digital Banking Transactions. If the Business does not opt to establish Dual Control, the Business agrees to hold the Credit Union harmless in the event of error or fraud resulting from this decision.

Physical And Electronic Security Procedures

You agree to establish, maintain, and update commercially reasonable policies, procedures, equipment, and software that will safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover, or theft, and prevent your username and password from unauthorized discovery or use. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your username and password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Services is encrypted in an effort to provide transmission securely. The Services utilize

identification technology to verify that the sender and receiver of Service transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service, or mail transmitted to and from us, will not be monitored or read by others.

You bear all risk of fraudulent transfers and other losses arising from internal security breaches or from the interception of your communications prior to their receipt by us. We will not reimburse you in connection with internal security losses. You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us through the Service(s).

You remain solely responsible at all times for your internal security controls. Although we may employ various systems and procedures from time to time to help prevent losses to us, we assume no obligation for internal security breaches or internal security losses, provided we have acted in accordance with this Agreement and/or instructions that are received through Business Online Banking.

You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. The Credit Union is not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and the Credit Union is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. The Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an Internet connection.

You acknowledge and agree that it is your responsibility to protect your Services and accounts and to be vigilant against e-mail fraud and other Internet fraud and schemes

(including, without limitation, fraud commonly referred to as “phishing” and “pharming”). You agree to educate Administrators, User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Credit Union will never contact you by e-mail or text message in order to ask for or to verify account numbers, security devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that neither you nor your Administrator(s), User(s), agents, and employees shall respond to the e-mail or text message, provide any information to the e-mail or text message sender, click on any links in the e-mail or text message, or otherwise comply with any instructions in the e-mail or text message. You agree that the Credit Union is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, text message, or Internet fraud.

In the event of a breach of the Security Procedure, you agree to assist the Credit Union in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing the Credit Union or the Credit Union’s agent access to your hard drive, storage media and devices, systems, and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to the Credit Union any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist the Credit Union shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by the Credit Union.

Hardware and Software

- a. **Hardware and Software.** The hardware/software required to access the Services will be disclosed to you and may be changed from time to time. You are responsible for obtaining/providing all required hardware, software, and Internet connectivity needed to access the Services. You will, at your sole cost and expense, use computer hardware and software that meet all technical requirements for the proper delivery of the Service, and that fulfill your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and will pay, any and all expenses related to the use of the Services, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all

technical requirements and additional items necessary for the proper use of the Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance will be rendered by properly trained personnel, whether they are your employees or third party employees. Credit Union is not responsible for any errors or failures resulting from defects in or malfunctions of your computer hardware or software. In addition to installing antivirus software, you hereby agree to scan all your computer hardware and software on a regular basis (one or more times per month) using a reliable computer virus detection product in order to detect and remove computer viruses. In connection with your use of the Services, you will only use the hardware with systems in compliance with the requirements set forth by Credit Union.

- b. **Service Software.** All right, title and interest in and to (i) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (i), collectively, "Software"), and (ii) any and all users guides, instructions and other documentation provided to, or used by, you in connection with the Services (everything in this clause (ii) collectively, the "Documentation") will be, and remain, the property of Credit Union or any third party Software provider, as applicable. Unless otherwise expressly authorized, you may not (u) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form, (v) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, or commercially exploit the Documentation, or use the Service(s) (x) in any anticompetitive manner; (y) for any purpose which would be contrary to the Credit Union's business interest; or (z) to the Credit Union's actual or potential economic disadvantage in any aspect.
- c. **Intellectual Property.** You agree not to: (i) put to issue the scope, validity, or ownership of Credit Union's (or its licensors') intellectual property rights in any proprietary data or service, (ii) perform any act which could reasonably be expected to impair the scope, validity, or ownership of such intellectual property

rights including any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (iii) assert any ownership rights to any Software, Documentation or Service, or (iv) remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols, or labels appearing on or in any Software, Documentation, or Service.

- d. **Infringement Claims.** You agree to: (i) cooperate with Credit Union and its licensors to protect the Software, Documentation, and Services, including in connection with any lawsuits or disputes involving the Software, Documentation and Services, (ii) promptly notify Credit Union and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the Software, Documentation, or Service, and (iii) in the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the Software, Documentation, or Service by others: (x) grant to Credit Union and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding, and (y) agree that such licensors will be solely entitled to any proceeds of any such proceeding, including, but not limited to, any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.
- e. **Assignment.** You hereby assign to Credit Union or its licensors, as directed by Credit Union, any rights, including any patent, copyright, trademarks, and trade secrets, which it may now have or may acquire at any time in the future to any Software, Documentation, or Service.

Internet Disclaimer

For any Service described herein using the Internet, Credit Union does not and cannot control the flow of data to or from Credit Union's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Credit Union makes no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation Credit Union's web site; or (c) the services, products or information made available over the Internet by others whose sites may be

accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. The Credit Union cannot guarantee that such events will not occur. Accordingly, Credit Union disclaims any and all liability resulting from or related to such events and in no event will Credit Union be liable for any damages (whether in contract, tort or other legal theory) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Credit Union's ability to connect to the Internet on your behalf.

Service Limits

You agree that Credit Union may establish limits or restrictions on Services provided in this Agreement and that Credit Union may establish and amend those limits. The limits or restrictions may apply to transaction amounts, types of accounts that are eligible for the Service, the frequency of the transactions, or any other limits or restrictions that Credit Union deems necessary. You agree to abide by and honor the limits or restrictions established by Credit Union. You also agree that Credit Union will have no liability to you for refusal to process any transaction or to act on any request by you that exceeds any limit or restriction. Credit Union will have the right in its sole discretion to change any limit established by Credit Union. You and Credit Union may, from time to time, in Credit Union's sole discretion, agree to temporary increases for ACH, Mobile Deposit, or Wire Transfer Services, but such approvals will not constitute a waiver and will not be construed as a promise or guarantee that temporary increases will be granted in the future.

Confidentiality

We will disclose information to third parties about your account, the checks you deposit, or the ACH Entries conducted:

- a. When it is necessary for completing transactions, or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us written permission.

In addition to the above paragraph regarding confidentiality, you understand information about your accounts or the deposit you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and

foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the Services. You agree and hereby authorize all of these transfers of information.

Consent To Electronic Delivery Of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Credit Union's website, by e-mail, or through Online Banking notifications. You agree to notify us immediately of any change in your e-mail address.

How to Contact Us

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **E-mail***: memberservices@skyone.org
- **Telephone**: (800) 421-7111
- **Postal Mail**:
 - P.O. Box 5003, Hawthorne, CA 90251-9801
 - 14600 Aviation Blvd., Hawthorne, CA 90250
- **In Person**: By stopping into any of our branch locations.
- **Secure Messaging**: By sending us a secured message via the online banking portal

*This is not a secure e-mail address. Do not e-mail confidential information.

Contacting Credit Union Via E-mail

Sending an email through the Online Banking Service is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use email to send banking instructions or to request Services.

Do not send account information or transaction information

via e-mail. If you email us or ask us to reply to you via email, you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an electronic email, it will be deemed to have been received on the following business day. The Credit Union will have a reasonable time to act on your e-mail. We are not required to act on any email received, and we are not responsible for misdirected or lost emails.

Periodic Statements

You agree that, to the extent permitted by law, receipts, notices, and disclosures associated with the Services may be provided to you by e-mail, through the mail, or over the Internet, either as part of an online session or otherwise. Your transactions will be reflected on your monthly periodic account statement. You agree to notify us of any changes to your mailing or email address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your mailing or email address.

The periodic statement issued by the Credit Union for your accounts will reflect entries credited and debited to your Account. You agree to notify the Credit Union within a reasonable time not to exceed thirty (30) calendar days after you receive a periodic statement of any discrepancy between your records and the information in the periodic statement. If you fail to notify the Credit Union of any such discrepancy within thirty (30) calendar days after receipt of such periodic statement, you shall be precluded from asserting any claim against the Credit Union arising from such discrepancy.

Should you timely notify Credit Union of a discrepancy, compensation, if any, for the loss of interest or use of funds due you as a result of a Credit Union's error or Credit Union's failure to execute a transfer order on the date received (if such order was received prior to Credit Union's deadline and was submitted to Credit Union's satisfaction with the Security Procedures and your security responsibilities) and when such execution or error was within Credit Union's control, will be for a period not exceeding the lesser of thirty (30) days or the period between the date of the order and the date of actual transfer or error correction, and will be either of the following forms at the option of Credit Union: (a) adjust your Account balance(s) to properly reflect the average balances that would have occurred; or (b) reimburse you an amount equal to interest at a rate not exceeding the current deposit rate computed on a daily basis for the period and amount involved. In any event, Credit Union will not be liable for payment of damages arising out of, or in connection with, any entry, Request, wire transfer, or any other transfer after one year from the date of such transfer.

Remotely Created Checks.

If Member uses a Service wherein Member creates or deposits a Remotely Created Check, as that term is defined in Regulation CC, Member warrants to Credit Union that the Person on whose account the Remotely Created Check is drawn authorized the issuance of the Remotely Created Check in the amount stated on the check and to the payee stated on the check. Member further warrants and represents that any use of a Remotely Created Check is in full compliance with all applicable law.

Misuse of the Services

You agree not to and you agree to ensure that you do not use the Service or the content or information delivered through the Service in any way that would (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve gambling, involve the sale of counterfeit or stolen items or use the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or cause us to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of the Service by any other party; (j) use the Service in any manner to gain unauthorized entry or access into our computer systems; or (k) resell or make any commercial use of the Service.

Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

Assignment

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

No Waiver

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver

is in writing and signed by the Credit Union. No delay or omission on the part of the Credit Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Change in Terms

(a) The Credit Union may modify the terms and conditions, including fees and service charges, applicable to the Service(s) from time to time. We may send notice to you at the last e-mail or postal address shown in our records for your account or the Service(s). The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If an immediate change is necessary to maintain the security of an Account or our electronic system, prior notice may not be given. You will be deemed to have received electronic notices one (1) day after Credit Union posts them within the Service, or transmits them, or notice of the availability thereof within the Service, to your email address, or three (3) days after deposit in the U.S. Mail, as applicable, whether or not you have retrieved them by that time. You agree to frequently and regularly retrieve e-mail and review posted messages and information within the Service. Credit Union reserves the right at any time, in its discretion, to mail to your address that appears in Credit Union's records, or otherwise transmit to you pursuant to any other method to which you have agreed in connection with your Account(s), paper copies of any information, disclosures or notices relating to the Services in lieu of or in addition to electronic versions. You may choose to accept or decline changes by continuing or discontinuing the Services to which these changes relate. Your use of any Service after any change is delivered in any of the ways detailed above constitutes acceptance of the change. You agree to notify Credit Union of any changes to your mailing or e-mail address. If you do not notify Credit Union, you will hold Credit Union harmless from any consequences, including financial loss, resulting from your failure to notify Credit Union of the change in your mailing or e-mail address. Credit Union may change, add, or delete any procedures established pursuant to this Agreement, from time to time. Such changes will automatically become effective immediately. If you reject any such change in writing, then the affected Service will automatically terminate. Notices to us must be mailed or delivered to us at SkyOne Federal Credit Union, 14600 Aviation Boulevard, Hawthorne, CA 90250.

Email Notice. You agree not to send account information, transaction information, or other confidential information via unsecured or unencrypted email. If you e-mail Credit Union or ask Credit Union to reply via e-mail, you agree to hold Credit Union harmless from any consequences, including financial loss, resulting from any unauthorized

use or disclosure of your information resulting from e-mail. If you send Credit Union an email, you will be deemed to have been received on the following business day. The Credit Union will have a reasonable time to act on any email. Credit Union is not required to act on any e-mail received, and Credit Union is not responsible for misdirected e-mails.

Authorization; Warranties

You promise, warrant and represent on the date hereof and on any date any Service is performed that (i) your business is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there is no provision of any law, or any certificate of incorporation or by-laws, or any agreement of any kind, nature or description binding upon you which prohibits you from entering into or performing under this Agreement; (iii) the execution and performance of this Agreement has been duly authorized; and (iv) this Agreement is a binding obligation of yours.

The Administrator warrants and represents on the date hereof and on each date any Service is performed that: (i) the Administrator is any signer on the business account, duly authorized to act on behalf of you; (ii) you have taken all action required by your organizational documents to authorize the Administrator(s) to agree to and deliver this Agreement and to bind you thereto;

(iii) without limiting the generality of the foregoing, Administrator is duly authorized to give Credit Union direction regarding the withdrawal, disbursement, or other transfer of funds by wire or other electronic means; and (iv) you have received a copy of the Agreement.

In the event Credit Union, in its sole discretion, hereafter allows the Administrator's designation of other Sub Users for the Service (each an "Authorized User"): (i) the Administrator warrants and represents on any date any Service is performed at the request of such Sub User that: (1) the Administrator is duly authorized to designate your officers, employees or agents to act in the name of and on behalf of you with regard to the Service; and (2) without limiting the generality of the foregoing, each such Sub User designated by the Administrator is duly authorized to give Credit Union direction regarding the withdrawal, disbursement, or other transfer of funds by wire or other electronic means; and (ii) Credit Union may rely on the authorization with respect to any Sub User until the Administrator delete such person as a Sub User.

The Credit Union's Liability

In the performance of the Service(s) required by this Agreement, the Credit Union shall be entitled to rely solely on the information; representations and warranties

provided by you pursuant to this Agreement and shall not be responsible for the accuracy or completeness of such information. Except as otherwise specifically provided by law, the Credit Union shall be responsible only for performing the Services expressly provided for in this Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those Services. In no event shall the Credit Union have any liability for any consequential, special, incidental, punitive, or indirect damages you may incur or suffer in connection with this Agreement whether or not the likelihood of such damages was known or contemplated by the Credit Union and regardless of the legal or equitable theory of liability you may assert. Without limiting the foregoing, the Credit Union shall not be liable for and shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, acts of terror, emergency conditions or other conditions beyond the Credit Union's control.

Liability for Unauthorized Use

Tell us AT ONCE If you believe that your username or password has been lost, stolen, or discovered by an unauthorized person. 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 applicable).

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 30 days after the statement was mailed or e-mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you authorize someone else to use your username or password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized.

Governing Law

You agree that this Agreement is governed by applicable federal law and the laws of the State of California, to the extent that such applicable federal law has not preempted them, without reference to its conflict of laws provisions and to the extent that California law is not inconsistent with applicable federal law. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in or near Los Angeles County, California.

Compliance With Applicable Law Including OFAC

You agree to comply with all valid Applicable Law now in effect or hereafter promulgated by any properly constituted governmental authority having jurisdiction over you and your business. The term "Applicable Law" means all federal and state laws, rules administered by the Office of Foreign Assets Control of the U.S. Treasury Department, Uniform Commercial Code, and all other rules and regulations governing or related to this Agreement, the Additional Services listed in Section 3b. and the New Services indicated in Section 3c. of this Agreement.

Disputes

In the event of a dispute regarding Service(s), you and the Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Credit Union which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Credit Union relating to the subject matter of this Agreement. If there is a conflict on terms, the terms of this Agreement will prevail.

Recording and use of Communications

You and the Credit Union agree that all telephone conversations or data transmissions between you or your agents and the Credit Union or its agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. The Credit Union shall not be obligated to make such recordings.

Termination

The Credit Union may terminate this Agreement at any time for any reason, in its sole discretion, without liability. You may terminate this Agreement upon ten (10) days' written notice to the Credit Union except that you may terminate the Agreement immediately if the terms of the Agreement are materially breached by the Credit Union. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Any termination of this Agreement shall not affect any of the Credit Union's rights and your obligations with respect to Entries initiated by you prior to the effective time of such termination, or your payment of obligations with respect to Services performed by the Credit Union prior to the effective time of such termination, or any other obligations that shall survive termination. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES (INCLUDING WITHOUT LIMITATION THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).

Enforcement

You authorize us to deduct any liability, loss, or expense incurred by us resulting from any dispute involving your accounts or Services from your account without prior notice to you.

Miscellaneous

The Credit Union has the authority to mandate specific internal controls at your location(s), audit your operations or request additional information to evaluate and monitor the risk of the Service.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Member-to-Member (M2M) Transfers

Member-to-Member (“M2M”) Transfers allow you to electronically transfer funds through Online or Mobile Banking between your eligible accounts and the eligible accounts of another member of SkyOne. M2M Transfers are available only between accounts held within the Credit Union and require proper enrollment and authentication.

Authorization

By initiating an M2M Transfer, you authorize the Credit Union to debit the selected account and credit the designated recipient’s account in accordance with your instructions. You represent that you have authority to transfer the funds and that the information you provide is accurate. You acknowledge that, in some cases, the

recipient may be able to view your name associated with the transfer.

Verification of Recipient Information

You are responsible for verifying the accuracy of the recipient’s information before completing a transfer, including the recipient’s name, account number, share ID, or Member-to-Member Code. Transfers processed using incorrect or incomplete information may result in funds being delivered to an unintended recipient and may not be recoverable.

Member-to-Member Code

You may generate a unique Member-to-Member Code to provide to another Credit Union member to facilitate a transfer to your account. When another member uses your Member-to-Member Code, they will assign a nickname to your account, and the code will no longer be visible to them. You are responsible for safeguarding your Member-to-Member Code and providing it only to individuals you trust.

Irrevocability of Transfers

M2M Transfers are typically processed immediately. Once a transfer is completed, it is final and may not be canceled, reversed, or refunded. The Credit Union is not responsible for recovering funds once they have been successfully transferred to another member’s account.

Fees and Transfer Limits

Fees, if any, and applicable dollar or frequency limits for M2M Transfers will be disclosed separately and may be subject to change. Transfers exceeding established limits may be declined.

Liability and Security

You are responsible for maintaining the security of your Online Banking credentials and for all M2M Transfers authorized using your credentials or Member-to-Member Code. You agree to follow all security procedures established by the Credit Union to prevent unauthorized access. Unauthorized transfers must be reported promptly in accordance with the Error Resolution section of this Agreement.

Debit Card Digital Services

Card Information Access

Through Digital Banking, you may view certain debit card–related information, including card number (full or partial), expiration date, and transaction history. Access to card information may be restricted or masked for security purposes. You are responsible for safeguarding any debit card information displayed within Digital Banking.

Card Activation

You may activate an eligible debit card through Digital Banking. Activation through Digital Banking has the same effect as activating your card through other available methods. Once activated, the debit card is immediately available for use, subject to account status, available funds, and applicable limits.

Card Controls and Alerts

Digital Banking allows you to manage certain debit card controls and alerts, which may include:

- Turning a debit card on or off
- Setting transaction, merchant, or geographic restrictions
- Establishing alerts for transactions, spending thresholds, or suspicious activity

Card controls and alerts are provided as a convenience and may not prevent all unauthorized transactions. You remain responsible for safeguarding your card and account access information, reviewing account activity and notifying us promptly of any unauthorized use in accordance with your Business Account Agreement.

Digital Issuance

If eligible, you may receive a digitally issued debit card through Digital Banking prior to receiving a physical card. A digitally issued debit card may be used for certain transactions, including online purchases and mobile wallet usage, subject to availability and merchant acceptance. Digital issuance does not replace the physical debit card.

Push Provisioning (Mobile Wallet Enrollment)

Digital Banking may allow you to add your eligible debit card to a supported mobile wallet (such as Apple Pay®, Google Pay™, or Samsung Pay®) directly from the Digital Banking platform (“push provisioning”).

By using push provisioning:

- You authorize us to share necessary debit card information with the mobile wallet provider for the purpose of enrollment.
- Use of the mobile wallet is subject to the terms and

conditions of the wallet provider.

- We are not responsible for the security, functionality, or availability of any third-party mobile wallet.

Availability and Limitations

Not all debit cards, accounts, devices, or transactions may be eligible for the digital services described above. Availability may vary based on account status, card type, device compatibility, or system limitations. We reserve the right to modify, suspend, or discontinue any debit card digital service at any time.

Security and Member Responsibility

You agree to:

- Maintain the security of your Digital Banking credentials and devices
- Review transactions regularly
- Notify us immediately of lost or stolen debit cards, unauthorized transactions, or suspected fraud.

Failure to notify us promptly may result in increased liability as outlined in your account and debit card agreements.

Third-Party Services

Certain debit card features may involve third-party service providers. We do not control and are not responsible for third-party services, platforms, or applications, even if accessed through Digital Banking.

Bill Pay

BILL SERVICE DEFINITIONS

“Bill Pay Service “ means Bill Payment, the bill payment service offered by SkyOne Federal Credit Union through iPay Solutions. “Payee” is the person or entity to which you intend to direct a bill payment or is the person or entity from which you receive electronic bills, as the case may be. “Payment Instruction” is the information provided by you to the Bill Pay Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date). “Payment Account” is the checking account from which bill payments will be debited. “Billing Account” is the checking account from which all Service fees will be automatically debited. “Scheduled Payment Date” is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day. “Due

Date” is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period. “Scheduled Payment” is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

This is Your bill paying agreement with SkyOne Federal Credit Union.

You may use the Bill Pay Service to direct the Credit Union to make payments from your designated checking account to the Payees you choose in accordance with this Agreement.

Bill Pay Services: You may perform the following services:

Pay bills, send gift checks, send a donation.

SERVICE FEES

There is no fee to use the Bill Pay Service, except for fees that may occur in accordance with our Schedule of Service Charges. The Schedule of Service Charges is available at <https://www.skyone.org/assets/docs/FeeSchedule.pdf> and you acknowledge receipt hereof.

HOW TO SET UP PAYEES/PAYMENTS

Payees - If You want to add a new Payee, select the “Payee” tab located in the Bill Pay Service or speak to a member service representative.

The Credit Union reserves the right to refuse the designation of a Payee for any reason.

Payments - You may add a new fixed payment to a Payee by accessing the Bill Pay Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Bill Pay Service.

You may pay any Payee within the United States (including U.S. territories and APO's / AEO's).

We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

PAYMENT METHODS

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but are not limited to an electronic payment (e.g. through ACH) or a laser draft payment (funds remitted to the Payee are deducted from your Payment Account when the laser draft

is presented to the Credit Union for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Bill Pay Service’s application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. Please refer to SkyOne Federal Credit Union’s Business Account Agreement for information on stop payment requirements and to our Schedule of Service Charges regarding any fees, as applicable.

STOP PAYMENT REQUESTS

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

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bil Pay Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility and not of the Bill Pay Service or the Credit Union.

THE BILL PAYING PROCESS

Single Payments - a single payment will be processed on the business day that You designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by us, is currently 4 p.m. EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next

business day. If You designate a non-business day as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business day, it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day after the calculated processing date.

Note: If Your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of Your payment. This is only an estimate, so please review the Estimated Arrival Date shown and ensure that you allow ample time for your payments to reach your Payees.

CANCELLING A PAYMENT

A bill payment can be changed or cancelled anytime prior to the cutoff time on the scheduled processing date.

If you told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 800.421.7111 or write us 14600 Aviation Blvd., Hawthorne, CA 90250 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these regular payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages, provided that our liability is limited to the amount of the regular payment.

AVAILABLE FUNDS

Please refer to our Fund Availability Policy located under

our Terms and Conditions at <https://www.skyone.org/terms-and-conditions.html>.

LIABILITY

If you want to terminate another person's authority to use the Bill Pay Service, you must notify us and arrange to change your username and/or password. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a bill payment.

We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

FAILED OR RETURNED TRANSACTIONS

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

1. You will reimburse the Bill Pay Service immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
2. For any amount not reimbursed to the Bill Pay Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Bill Pay Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Bill Pay Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Bill Pay Service is authorized to report the facts concerning the return to any credit reporting agency based on applicable reporting requirements.

RETURNED PAYMENTS

In using the Service, You understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit Your Payment Account. You may receive notification from the Service in the event of a payment being returned.

Our Liability

We will use commercially reasonable efforts to post your transaction/instruction properly to the account indicated when you use the Bill Pay Service properly and comply with this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your related losses or damages, provided that our liability is limited to the amount of the bill payment. However, we shall incur no liability if we are unable to complete a transaction/instruction initiated by you through the Bill Pay Service due to one or more of the following circumstances:

- Your error.
- Your failure to comply with this Agreement or the terms of other Disclosures.
- If the Bill Pay Service equipment or software was not working properly and you knew about the malfunction when you started the transaction.
- You have not provided complete or correct information.
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your line of credit loan.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

MOBILE CHECK DEPOSITS (AVAILABLE ONLY IN THE MOBILE APPLICATION)

By using this Mobile Check Deposits Service ("Mobile Deposit"), you are converting an original check to an electronic check. You are responsible for transmitting all information from the front and back of the original check at the time the original check is scanned, which may include

but is not limited to:

- Information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the payor's signature(s).
- Any other information placed on the check prior to the time the image was captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.
- The image quality must be legible and meet the standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse, or association.
- You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Regulation CC as they apply to any Reconverting or Truncating Bank, as such terms are defined by Regulation CC.
- You also understand that you or any third party will not deposit a substitute check, electronic check, or original item that has already been presented for payment or paid and that no depository bank, drawee, drawer, or endorser will be charged twice for such items.
- You agree that the aggregate amount of any checks 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 the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you, and not the Credit Union, are responsible for the processing and handling of any original checks which are imaged and deposited utilizing Mobile Deposit, and you assume all liability to the drawer of any check imaged using Mobile Deposit or liability arising from the Credit Union's printing of any substitute check from those images.

You represent and warrant:

- That you will comply with all federal and state laws, and rules and regulations applicable to Mobile Deposit transactions.
- That all checks scanned through Mobile Deposit are made payable to you.
- That all signatures on each check are authentic and authorized.
- That each check has not been altered.
- You will write "For Mobile Deposit Only: SkyOne FCU" on the back of the check below your signature before depositing it through Mobile Deposit.

- That each electronic check submitted to us existed as an original paper check, prior to conversion to an electronic check. An original paper check was printed on check stock with magnetic ink. Checks e-mailed to you may not be processed through Mobile Deposit.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alterations.
- The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- You have possession of each original check you have deposited using Mobile Deposit and no party will re-submit any original check for payment that has already been submitted to us or to another financial institution.
- Other than the digital image of an original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- The information you provided to use Mobile Deposit remains true and correct and, in the event any such information changes, you will immediately notify us of the change. You have not knowingly failed to communicate any material information to us.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

In the event you or any third-party breach any of these representations or warranties, or present, or attempt to present, a deposit in violation of this Agreement, you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits, or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim, or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions, or claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of items in your possession and your records relating to items and transmissions.

DEPOSIT REQUIREMENTS

You agree that you will only use Mobile Deposit for checks drawn on financial institutions within the United States and that these checks will be payable only to the account holder(s) and not payable to third parties. You also agree that you will not use Mobile Deposit for checks that are:

- Drawn on the same SkyOne account you are depositing to.
- Made payable to “cash”.
- Payable to a member and another party who is not a joint owner on the account.
- Third-party checks (checks made payable to any person or entity other than a member).
- Stamped “non-negotiable,” “void,” or any other word or phrase indicating that the item is not valid.
- Altered or appear to contain altered information.
- Issued by a financial institution in a foreign country or written for an amount in non-U.S. currency.
- Traveler’s checks.
- Incomplete or contain incomplete information.
- “Post-dated” or “stale-dated” per our current guidelines in the Business Account Agreement.
- Not properly endorsed.

You agree that you will not use Mobile Deposit to deposit any checks that have been previously negotiated or deposited into any account, including any account at another financial institution. Checks that do not fall within the deposit requirements need to be presented in person at one of our branch locations to determine if the item(s) can be accepted for deposit.

DEPOSIT ACCEPTANCE

Acknowledgement of receipt through Mobile Deposit does not constitute our acknowledgement that your deposited check does not contain errors. You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you by Mobile Deposit. 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 account that you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. If Mobile Deposit is interrupted or is otherwise unavailable, you may deposit checks by mail, or in person at a Credit Union branch, or ATM.

Checks that are accepted for deposit will be credited on the day of deposit and will be subject to the Credit Union’s Funds Availability Policy, which can be found in the

Business Account Agreement governing your account. The checks will be considered received when they arrive at the Credit Union; however, as noted in this Agreement, may not be processed on the business day received. The Credit Union will not be responsible for any missed deadlines or lost files or transmissions due to any interruption of electronic services at the member's site or at the Credit Union including, but not limited to, Internet failures, mobile device failures, or interruption of the Mobile Deposit Service.

CHECK RETENTION AND DESTRUCTION

You understand and agree that all checks you deposit belong to you and not to the Credit Union and that those checks shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged checks for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission; however, your electronic transmission is subject to proof and verification. You shall retain the original check for all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit to your deposit account or to balance periodic statements, but in no case less than fifteen (15) days or beyond sixty (60) days from the date processed, and you shall properly destroy and dispose of such original checks after such time. 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 (including by employees if you are a business) for purposes of presentment for deposit of these original checks, i.e. after the original checks have already been presented for deposit via Mobile Deposit, and (II) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, your procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process, and, once destroyed (e.g. through the use of competent shredding equipment), the original checks are no longer readable or capable of being reconstructed.

RESPONSIBILITY FOR SCANNING AND MAINTAINING MOBILE DEVICE

You are solely responsible for capturing images of checks, accessing Mobile Deposit from the Credit Union, and

for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with Mobile Deposit. The Credit Union shall not be responsible for providing or servicing any mobile device of yours.

FINANCIAL RESPONSIBILITY

You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Mobile Deposit. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access Mobile Deposit properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information.

ACCOUNT RECONCILIATION

You will continue to receive periodic account statements that describe all transactions for your account(s), including the transactions initiated through the Mobile Check Deposit Service. Review and reconcile your periodic statement in a timely manner. If you notice an error or have a question about a transaction using Mobile Deposit, please call us at 800.421.7111.

RETURNED ITEM

Any check returned unpaid for any reason will be debited from your account maintained at SkyOne. You are responsible for correcting and re-submitting any returned checks for deposit in accordance with all applicable regulations and restrictions specific to substitute checks.

FINANCIAL DATA

We will transmit all the financial data under our control required to utilize Mobile Deposit and act on appropriate instructions received from you in connection with Mobile Deposit. We shall exercise due care in seeking to preserve the confidentiality of the username and p to prevent the use of Mobile Deposit by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable, obtaining by the Credit Union from any third parties engaged in the installation, maintenance, and operation of the system of similar undertakings), shall constitute fulfillment of its obligation to exercise due care. We will retain any electronic check copies for seven (7) years.

EXCEPTION ITEMS

When we review and process your deposit, we may reject any electronic image of a check that we determine to be ineligible for Mobile Deposit (“Exception Item”) including, without limitation, electronic images of checks drawn on financial institutions located outside the United States, checks drawn on U.S. Banks in foreign currency, electronic images of checks that are illegible (due to poor image quality or otherwise), electronic images of checks previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you by secured message or e-mail of any Exception Items. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the electronic item sent for collection by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank. If you wish to deposit an Exception Item, you may make the deposit at a SkyOne branch or by mailing the original item to the address located in the How to Contact Us section of this Agreement.

CREDIT UNION WARRANTIES AND DISCLAIMER OF WARRANTIES

The Credit Union and its agents may, but shall have no obligation to, screen items or electronic checks for legal compliance. You agree, unless caused by our intentional misconduct or gross negligence, to defend, indemnify, and hold the Credit Union and its 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 electronic checks or substitute checks.

DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR

EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE MOBILE DEPOSIT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

WIRES

Acceptance And Execution Of Requests, Cut-Off Time

You authorize the Credit Union to transfer funds from any accounts designated by you and your authorized users. The Credit Union, subject to its Security Procedure, will execute wire transfers in accordance with Requests from you. Funds must be available in the account specified in the Request at the time the Request is made. The Credit Union will not search for funds in accounts other than the account specified in the Request.

The Credit Union will transmit Requests to Fedwire so long as the Request is made before the cut-off time established by the Credit Union. **Online wire transfers must be transmitted by 1:00 p.m. Pacific Time (PT) in order to be processed on that business day.** Requests received after the cut-off time may be executed the next business day. Wire transfer cut-off time are subject to change at the sole discretion of the Credit Union.

You acknowledge that the earlier in the day that Requests are submitted, the greater the likelihood that funds will be received by the beneficiary’s financial institution on the same day, however, the Credit Union cannot under any circumstances guarantee same-day receipt of funds. Your Request is considered accepted by the Credit Union when the Credit Union executes it. The order in which the Credit Union processes Requests and incoming wire transfers is determined solely by the Credit Union.

No instructions or other restrictions limiting the Credit Union’s acceptance of your Request(s) shall be effective unless accepted and agreed to in writing by the Credit Union. However, the Credit Union, at its option, may elect to act consistently with such instructions or other restrictions which it believes, in good faith, were made by you.

Rejection Of Wire Transfer Or Request

The Credit Union has a right to reject your Request for an outgoing wire transfer for reasons including, but not

limited to, insufficient funds or insufficient available funds in the account specified in the Request, the Credit Union's inability to execute the wire transfer, or if the Credit Union is unable to verify the authenticity of your Request. The Credit Union will notify you by e-mail communication, phone, or mail if it rejects your Request.

Cancellation Or Amendment Of Request

Cancellations and amendments of Requests are considered a Request and are subject to this Agreement. You may not be able to cancel or amend a Request after it is received by the Credit Union. However, the Credit Union may, at its discretion, use reasonable efforts to act on your Request for cancellation or amendment. However, the Credit Union shall have no liability if such cancellation or amendment is not executed.

Security

You shall issue Requests to the Credit Union in accordance with the following procedures. You agree that these procedures are commercially reasonable. You furthermore agree that any Request acted upon by the Credit Union in compliance with these procedures shall be treated as your authorized Request.

If the Credit Union believes in its sole judgment that changes in any security procedure are immediately necessary to reduce the risk of unauthorized funds transfer, the Credit Union may initiate such changes immediately. The Credit Union will notify you of such changes as soon as practicable and obtain your consent to the updated security procedure before you next send an outgoing wire transfer.

An Administrator or Sub User shall communicate Requests to the Credit Union by using the Credit Union's Services. Such communication shall utilize user identification, passwords, and dollar limits and may also utilize secondary approval, or verification of totals as established by you within Digital Banking. The Credit Union will perform call back confirmations on Requests submitted through Digital Banking.

You and the Credit Union shall comply with the procedures described herein with respect to Requests transmitted by you to the Credit Union. You acknowledge that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a Request. No Security Procedures for the detection of any such error has been agreed upon between the Credit Union and you.

You agree to originate Requests through the Services via a secured connection. You agree that the uploading or transmitting of requests will be handled using multi-factor authentication and understand and assume the risk and

liability by refusing to perform transactions in this manner. The business further agrees to assume the risk for any transactions initiated by authorized Sub Users, or by usernames created by such authorized users, whether or not such users have actual authority to initiate any specific transaction on all account(s) accessible in mobile or online banking.

Security Procedures: You agree and consent to the use of certain security procedures to confirm the validity of the Request made pursuant to this Agreement. You understand the Security Procedures are not designed to detect errors in the content of the Request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a Wire Transfer. You hereby agree that the utilization of any Security Procedure established hereunder shall constitute an agreement to its use and affirmative acknowledgment of its commercial reasonableness. You further agree that any Request that is acted upon in good faith by the Credit Union in compliance with these Security Procedures, whether in fact authorized by you, shall constitute an authorized Wire Transfer. The following Security Procedures shall apply to this Agreement: Before accepting any such Requests, the Credit Union will: (1) perform verification on the individuals initiating the Request that is designed to ensure they are the individuals authorized to initiate a Wire Transfer for the account in question; (2) apply fraud-related screens to the wire instructions; (3) contact you using information from your account records to verify the Wire Transfer (this contact may be through a method different than the one used to request the Wire Transfer (e.g., phone versus e-mail)); and (4) request and receive any other proof of identification or any other documentation from you or any authorized user, which the Credit Union may, in our sole discretion, require under the circumstances.

You may set-up recurring wires to send to other parties. If wire information is listed on the Business Digital Banking: Wire Origination form as a recurring wire, you understand the Credit Union may automatically process wires for you when received through the Services without contacting you for verification. To fall within these guidelines the Request must be within the amount range provided, initiated to the same beneficiary name, and sent to same beneficiary account number as listed in the Business Digital Banking: Wire Origination form.

You agree that the authenticity of Requests may be verified using the Security Procedures unless you notify the Credit Union in writing that you do not agree to the Security Procedures. In that event, we shall have no obligation to accept any Request from you until you and we agree, in writing, on an alternative security procedure.

Provided we comply with Security Procedures, you will be liable for payment of the transferred amount plus transfer

fees, even if the Request was not actually transmitted or authorized by you. If we do not follow the Security Procedures but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees.

Payment To Credit Union

You shall pay all wire transfers based on Requests which are accepted by the Credit Union in compliance with the Credit Union's Security Procedures. You shall pay the Credit Union fees for Wires Transfers in accordance with the applicable Schedule of Business Service Charges which may change from time to time. In the event a completed Wire Transfer results in an overdraft, the Credit Union shall be entitled to collect applicable fees as listed on the applicable Schedule of Business Service Charges. In the event the Credit Union must refer the collection of amounts payable hereunder to an attorney or collection agency, you agree to pay the Credit Union's reasonable attorneys' fees and collection costs, incurred with or without litigation and on appeal.

Inconsistency Of Name And Account Number

You acknowledge and agree that when you provide the Credit Union with a beneficiary name and account number when requesting a Wire Transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary name different from the beneficiary you named. You furthermore agree that your obligation to pay the amount of the Wire Transfer to the Credit Union is not excused in such circumstances.

Account Statements

All Wire Transfers will be reflected on your periodic statement and via the Credit Union's Digital Banking Service. You should review each statement, or other such Credit Union notice for any discrepancies in connection with Wire Transfers and other transactions. The Business should refer to this Agreement for error resolution procedures.

Method Used To Make The Wire Transfer

In connection with your use of this Wire Transfer service, the Credit Union notifies you of the following:

- The Credit Union may use Fedwire when acting upon your Request.

- Any subsequent financial institution may use Fedwire when carrying out your Request.

The rights and obligations of the Credit Union and you in a Wire Transfer intended to carry out your Request, any part of which is carried out using Fedwire, are governed by Fedwire Regulation J. The Credit Union may make a Wire Transfer by any reasonable means, including, without limitation, the use of such intermediary financial institution as the Credit Union deems advisable. Any subsequent financial institution may use SWIFT (Society for Worldwide Interbank Financial Telecommunications) or CHIPS (Clearing House Interbank Payments System) payments systems to process a Request.

Obligations Of The Parties

The Credit Union shall exercise good faith and reasonable care in processing your Requests. You shall exercise good faith and reasonable care in observing and maintaining Security Procedures, in communicating Requests to the Credit Union, and in reviewing Credit Union statements or notices for any discrepancies, you are responsible for ensuring the accuracy of Requests and the Credit Union has no duty whatsoever to verify the accuracy of Requests, nor will it be liable for losses or damages arising out of Requests containing erroneous information. You will comply with Uniform Commercial Code Article 4A, as codified in the State of California, as applicable, and shall perform your obligations under this Agreement in accordance with all applicable laws and regulations.

Your Liability

You shall be liable for any loss or damage resulting from your breach of the terms of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by your current and/or former Authorized Users. Such liability includes instances when a current or former Authorized User effects one or more Requests to your detriment. You shall defend, indemnify, and hold harmless the Credit Union from and against all claims arising from your use of the Credit Union's Wire Transfer services, your negligence or fraudulent conduct, unauthorized data sent by electronic transmission by you, Credit Union's rejection of Request, malfunction or failure of your electronic transmission of Requests, or any failure you to comply with the terms of this Agreement, applicable laws, rules, or regulations. This indemnification shall survive termination of this Agreement.