



# Consumer Digital Banking Agreement and Disclosure

(Effective as of March 17, 2026)

This Consumer Digital Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of Mobile and Digital Banking Services, and the other services described in this Agreement (“Service(s)"). It also describes the rights and obligations of SkyOne Federal Credit Union. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement. Our Digital Banking services are intended for individuals 18 years of age or older. If you are under age 18, you must have a joint account with your parent or legal guardian, or a Minor Account Acknowledgement & Agreement form signed by a parent or legal guardian, and they must authorize you to use the Services, and they will remain responsible for your use of the Services.

Through our Digital Banking and/or Mobile Banking 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 debit card
- Set up and maintain alerts
- Make stop payment requests
- View and print statements
- Update account information
- Initiate wire transfers
- Secured Messaging
- Mobile Check Deposit (in the mobile app only)
- Initiate Bill Payments to your Payees

We may offer additional Services in the future. By using any new Services when they become available, you agree to be bound by the rules that will be made available to you concerning these Services.

## 1. Definitions & Requirements

The following definitions apply in this Agreement:

- a. “We,” “us,” “our” or “credit union” refer to SkyOne Federal Credit Union and any agent, independent contractor, service provider, licensor, designee, or assignee we may involve in the provision of the Services.
- b. “You” or “your” refers to the owner of the account or a person with authority with respect to the account.
- c. “ISP” refers to your Internet Service Provider. “Digital Banking” is the Internet-based service providing access to your credit union accounts.
- d. “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.
- e. “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.
- f. “Internet Browser” is software used to connect to the Internet.
- g. “PC” means your personal computer, which enables you, with the Internet browser and ISP, to access your Online Account. You will need a computer with Internet access and a browser, or another device, such as a tablet or mobile phone, that allows Internet access. You are solely responsible for the maintenance, installation, and operation of your PC or any other device that accesses the Services. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your PC, device, or software.
- h. You will need current and updated antivirus software. Undetected viruses may corrupt and/or destroy your computer programs, applications, files, and potentially your computer or device hardware. Additionally, you

may unintentionally transmit the virus to other devices. We will not be responsible for any virus that affects your computer, device, or software while using our Services.

- i. Unless otherwise stated in this Agreement, “time of day” references are to Pacific Time.
- j. “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.
- k. In order to provide electronic disclosures, we must maintain your current e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should promptly notify us of any changes to your contact information.
- l. “Effective date” means the date on which the Service was started.
- m. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays.
- n. “Affiliates” are companies related by common ownership or control.
- o. “Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market, or other direct deposit account, credit card account, or debit card account, including any required routing information.
- p. “Payment Instruction” is the information required to make a payment under the applicable Service, which may be further defined and described below in connection with a specific Service.
- q. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

## 2. Access to Services

The credit union will provide instructions on how to use the Service. You will gain access to the Services through the use of your Internet-enabled device, your ISP, your Username, and Password. You may access the Services 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software or for reasons beyond our control.

## 3. Electronic Communications and Statements Consent

Upon enrolling in online banking, you will have the ability to opt in to electronic statements, “eStatements,” and communications. These documents will be delivered electronically through Digital 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 Digital Banking. It is your responsibility to maintain a valid email address and mailing address with us to ensure the 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, request additional products and services online, or view or print/download this or the above-listed agreements and disclosures through our website.

## 4. 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, debit card 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.

## 5. Digital Banking Service

- a. You may conduct the following banking transactions with the Digital Banking Service:
  - **Account Access.** You may access your personal Online Account for various transaction types.
  - **Transfer of Funds.** In addition to viewing account information, you may use Digital Banking to conduct the transfer of funds between most accounts and/or loans within your membership. Some share account types permit limited deposit and withdrawal transfers, such as the Liquid Share Certificate, while others may not permit any transactions at all, such as Individual Retirement Accounts and Regular Share Certificates. In some instances, the transfer of funds may be permitted

from one membership to another, provided you are authorized to do so on each of the memberships, as limited by the terms of this Agreement. If there are insufficient funds available in the account, we cannot complete a transfer.

## 6. Liability

- a. Our Liability - This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Digital Banking or Bill Payment service account. Unless otherwise required by applicable law, we are only responsible for performing the Digital Banking services as delineated in this Agreement. We will be liable for the amount of any direct losses incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:
  - If, through no fault of the credit union, you do not have sufficient available funds in your account to make the transfer or payment.
  - If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer or payment despite the reasonable precautions we have taken.
  - If there is a hold on your account or if access to your account is blocked, in accordance with credit union policy.
  - If your funds are subject to a legal proceeding or other encumbrance restricting the transfer or payment.
  - If your transfer authorization is terminated by operation of law.
  - If you believe someone has accessed your accounts without your permission and you fail to notify the credit union immediately.
  - If you have not properly followed the instructions for making a transfer.
  - If we have received incomplete or inaccurate information from you or a third party involving the account, transfer, or payment.
  - If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, or a credit agreement, or any other agreement with us, or if you or we terminate this Agreement.
  - If the account has been closed.

- If the transfer would exceed the credit limit on your overdraft line of credit, the available balance on your overdraft protection share account, the overdraft privilege limit, or if the overdraft line of credit or overdraft protection share account has been closed.
  - If your computer, software, or telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
  - If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
  - It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of the credit union and/or our Service Providers.
  - Other applicable laws and/or regulations exempt us from liability.
- b. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.
- c. **Virus Protection** - Current, up-to-date antivirus software is required. Undetected viruses may corrupt and destroy your programs, applications, files, and potentially even your computer hardware. Additionally, you may unintentionally transmit the virus to other computers. The credit union is not responsible for any computer virus that affects your computer or software while using our Service.
- d. **Third Parties** - We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Microsoft (Microsoft Explorer browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking Account or the Services.

## 7. Governing Law

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.

## General Terms Applicable to all Services

### 1. Introduction.

This Agreement consists of these General Terms Applicable to all Services (referred to as “General Terms”), and each set of terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. In addition to this Agreement, you and the credit union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts and all products and services we provide. Your use of the Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the Schedule of Service Charges accompanying those disclosures, and the fee (s) contained in our Schedule of Service Charges.

### 2. Service Providers.

We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service, subject to your rights and limitations on our liability stated in this Agreement, and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in this Agreement.

### 3. Amendments.

We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. However, to the extent required by applicable law, we will provide prior notice of amendment to this Agreement. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will

constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade, or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and materials, and to limit access to only the Service's more recent revisions, updates, upgrades, or enhancements.

#### 4. Our Relationship With You.

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

#### 5. Assignment.

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### 6. Notices to Us Regarding the Service.

Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to:

SkyOne FCU  
PO Box 5003  
Hawthorne, CA 90251-9801

We may also be reached at 800-421-7111 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**Telephone Number and Address in Event of an Unauthorized Transaction or Questions:** If you believe your mobile device or other device allowing access to the Services, or username or Password has been lost or stolen or that someone will or may use it to access your account without your permission call us at 800.421.7111, write us at: SKYONE FEDERAL CREDIT UNION, P.O. Box 5003, Hawthorne, CA 90250, or visit any SkyOne Federal

credit union branch, or send us a secure e-mail.

#### 7. Notices to You.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, validation alerts, and payment receipt notices) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

#### 8. Text messages/Calls and/or Emails to You.

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. However, all such calls will be for nonmarketing purposes. Please review our Privacy Policy and your All-in-One Disclosure for more information. You are responsible for all data/messaging charges imposed by your cellular phone provider.

#### 9. Statements, Receipts, and Transaction History.

You will receive monthly account statements. You may elect to receive your monthly statements electronically through our eStatements service. With eStatements, your monthly account statements will be available for you to view and print within our Digital Banking system. We will

send you an email message monthly to notify you when your statements are available.

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Financial information shown on your personal computer or wireless device while using the Services reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

## 10. Your Privacy.

a. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of the Services and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To the credit union affiliated companies;
- It is necessary to assist us in the collection of information for internal use;
- It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Services and electronic funds transfer Service;
- It involves a claim by or against us concerning a deposit to or withdrawal from your account; and
- As otherwise permitted by applicable law and our Privacy Policy.

## 11. Privacy of Others.

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

## 12. Eligibility.

The Service is offered only to individual residents of the

United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

## 13. Prohibited Transactions

The Digital Banking and Mobile Banking services (collectively, the "Service") are subject to the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA), 31 U.S.C. §§ 5361–5367, and its implementing regulation, Regulation GG (12 C.F.R. Part 233).

Unlawful Internet gambling generally means placing, receiving, or otherwise transmitting a bet or wager via the Internet where such bet or wager is unlawful under applicable federal or state law in the jurisdiction where the bet or wager is initiated, received, or otherwise made.

You may not use your account or the Service — including, but not limited to, ACH transfers, wire transfers, debit card transactions, bill payments, person-to-person payments, internal or external transfers, or any other electronic funds transfer — to process transactions related to unlawful Internet gambling or any other unlawful activity.

The Service is intended for your personal purposes only. You agree that you will not use the Service to conduct any transaction for any unlawful purpose. You agree SkyOne Federal Credit Union will not be responsible or liable for any unlawful transaction or activity you conduct or authorize on your account, including any fees, charges, or costs resulting from any unlawful transactions.

We will not:

- Monitor your account or transactions to determine if your use is unlawful;
- Help you facilitate unlawful activity; or
- Notify you regarding your unlawful activity.

However, if we are notified of or otherwise become aware of any unlawful use, including restricted transactions under UIGEA and Regulation GG, we may, in our sole discretion and without prior notice:

- Block, decline, cancel, or reverse a transaction;
- Restrict, suspend, or terminate your access to Digital or Mobile Banking services; and/or
- Close your account as permitted under applicable law and your account agreements.

SkyOne Federal Credit Union maintains policies and procedures reasonably designed to identify and prevent restricted transactions in compliance with applicable law.

## 14. Acceptable Use.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. Our Service Providers and we have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our Internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

## 15. Payment Methods and Amounts.

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time to time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. Our Service Provider or we also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or a draft check drawn against your account.

## 16. Your Liability for Unauthorized Transfers.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. Telephoning us is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you discover your Password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above.

### a. Your Responsibility for Transactions You Authorize or Initiate

While your liability is limited as stated above for unauthorized transfers, you understand and agree that you are responsible for all transfers you authorize or performed by someone you authorized to transact. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error.

## 17. Taxes.

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## 18. Failed or Returned Payment Instructions.

In using the Service, you are requesting that we or our

Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from our Service Provider or us. In each such case, you agree that:

- a. You will reimburse our Service Provider or us immediately upon demand the amount of the Payment Instruction if the payment has been delivered, but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your Fee Schedule from us (including as disclosed on the Site) or your All-in-One Disclosure with us. You hereby authorize our Service Provider and us to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit.
- c. Our Service Provider and we are authorized to report the facts concerning the return to any credit reporting agency.

## 19. Address or Banking Changes.

It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers, and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment

Instructions, or contact information.

## 20. Information Authorization.

Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including, without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, our Service Providers and we may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. Our Service Providers and we shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, our Service Providers and we may use, store, and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method, and device details, if available, to support identity verification, fraud avoidance, and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and

fraud avoidance purposes.

- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by our third-party service providers and us to provide similar fraud management and prevention services for services or Websites not provided by us. We will not share with Service Providers any information that personally identifies the user of the applicable device.

## 21. Service Termination, Cancellation, or Suspension.

If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation, nor suspension shall affect your liability or obligations under this Agreement.

## 22. Errors, Questions, and Complaints.

In case of errors or questions about your transactions, you should contact us as soon as possible, as set forth in Section 6 of the General Terms above.

- a. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the FIRST periodic statement for your account on which the problem or error appeared.

You must:

- i. Tell us your name and account number;
  - ii. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  - iii. Tell us the dollar amount of the suspected error.
- b. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we

will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

## 23. Intellectual Property

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to the Service or us or display them in any manner that implies our sponsorship or endorsement.

All right, title, and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from

and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

## 24. Links and Frames.

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring, or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

## 25. Password and Security.

If you are issued or create any Password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your Password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials with authority to transact.

You are responsible for keeping your Password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or username;
- Do not leave your personal computer or mobile device unattended while you are in the credit union’s Site
- Never leave your account information within access or

view of others

- Do not send confidential account information (account number, Password, etc.) in any public or general e-mail system.
- Do not allow your Internet browser to store your Online Banking username or Password.
- Do not share any verification code or one-time passcode sent to you via text or email with anyone, including those who state they are from the credit union.
- If you believe your Password has been lost or stolen, please use the Password change feature within Digital Banking to immediately change your Password.

If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

## 26. Remedies.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

## 27. Disputes.

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement and the dispute resolution terms and arbitration agreement included in the All-in-One Disclosure.

## 28. Indemnification.

You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney’s fees) made or incurred by any third party due to or arising out of

your breach of this Agreement and/or your use of the Site or the applicable Service.

### **29. Release.**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if not known by him, must have materially affected his settlement with the debtor.

### **30. No Waiver.**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **31. Exclusions of Warranties**

THE SITE, SERVICE, AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

### **32. Limitation of Liability.**

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED,

INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION, OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION, OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTION 28 OF THE GENERAL TERMS ABOVE OR THE ALL-IN-ONE DISCLOSURE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### 33. Complete Agreement, Severability, Captions, and Survival.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between you and us with respect to the Service and the portion of the Site through which the Service is offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-33 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

### 34. Fees and Charges

You agree to pay us the applicable fees and charges included in the Schedule of Service Charges.

#### 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 same credit union and require proper enrollment and authentication.

#### 1. 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. In some cases, the recipient may be able to view your name associated with the transfer.

#### 2. 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.

#### 3. 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.

#### 4. 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.

#### 5. 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.

#### 6. Liability and Security

You are responsible for maintaining the security of your Digital 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.

#### 7. Regulation E Compliance

M2M Transfers are electronic fund transfers and are subject to the Electronic Fund Transfer Act and Regulation E. Applicable rights, responsibilities, and error resolution procedures are described elsewhere in this Agreement. All terms related to M2M Transfers are provided in clear, written form in compliance with Regulation E requirements.

### Debit Card Digital Services

#### 1. 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 your Digital Banking credentials and any debit card information displayed within Digital Banking.

## 2. 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.

## 3. 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 reviewing account activity and notifying us promptly of any unauthorized use in accordance with your All-in-One Disclosure.

## 4. 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.

## 5. 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.

## 6. 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.

## 7. 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.

## 8. 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 Payment Additional Terms

### 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 wish a bill payment to be directed 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 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 Bill Pay 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 Service but has not begun processing.

### **This is your bill-paying agreement with SkyOne Federal Credit Union.**

You may use the Service to direct the credit union to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. This Agreement is in addition to the All-In-One Disclosure and other documents in effect governing your account.

Services: You may perform the following services:

Pay bills, send gift checks, send a donation.

**Service Limitation: The aforementioned services are limited as follows:**

### **SERVICE FEES**

There is no fee to use the 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 Us for payment).

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service's application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment, it cannot be cancelled or edited, therefore a stop payment request must be submitted. Please refer to our All-in-One Disclosure 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 as stated in Section 6 of the General Terms. 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 Bill 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 the sole responsibility of you and not of the Bill Pay Service.

### **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 1 p.m. PT.

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 allow ample time for Your payments to reach your Payees.

## CANCELLING A PAYMENT

A bill payment can be changed or cancelled at any time 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 at 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.

## AVAILABLE FUNDS

Please refer to our Fund Availability Policy located under our Terms and Conditions at [https://docs.skyone.org/Consumer\\_Terms\\_and\\_Conditions](https://docs.skyone.org/Consumer_Terms_and_Conditions).

## LIABILITY

You are solely responsible for controlling the safekeeping of and access to your Password.

If You want to terminate another person's authority to use the Bill Pay Service, you must notify us and arrange to change your 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 for 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 Bill Pay Service, you understand that Payees

and/or the United States Postal Service may return payments to the Bill Pay 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 Bill Pay 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 a notification from the Bill Pay 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 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. However, we shall incur no liability if we are unable to complete a Bill Pay 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 underlying All-in-One Disclosure.
- 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 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.

### **Our Liabilities:**

#### **Our Performance**

You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing the Bill Pay Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including exhibits or addenda. You acknowledge that our systems and procedures established for providing the Bill Pay Service are commercially reasonable. Maintenance of the Bill Pay Service or any related services may be performed

from time to time, resulting in interrupted service, delays, or errors in the Bill Pay Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Bill Pay Service. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Bill Pay Service. Further, we shall not be responsible for the operation, security, functionality, or availability of any wireless device or mobile network, which you utilize to access the Services.

You agree to exercise caution when utilizing the Services on your personal computer or wireless device and to use good judgment and discretion when obtaining or transmitting information.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE BILL PAY SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF THE BILL PAY SERVICE. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR THE BILL PAY SERVICE RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

THE BILL PAY SERVICE IS 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 SERVICE (INCLUDING WITHOUT LIMITATION THAT THE BILL PAY SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).

### **Financial Responsibility**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including,

without limitation, insufficient funds, associated with using the Bill Pay Service. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of the Bill Pay Service. You assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access the Bill Pay Service properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

### **Member's Duty to Report Errors**

You shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, the Bill Pay Service or a breach of security procedures as promptly as practicable, and in any event within one business day after the earliest of discovery thereof.

### **Account Reconciliation**

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors (exclusive of weekends and applicable holidays) within 60 days after receipt of your statement from us. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

The Bill Pay Service is offered as a convenience to you and is included within our Digital Banking Services. We are entitled to act upon instructions we receive under your username and Password and you are liable for all transactions made and 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 and may be subject to potential losses in the event of fraud.

By directing us in conjunction with your username and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Bill Pay Service 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.

Your access to the Bill Pay Service will be blocked in the event your username and Password are entered incorrectly on 3 consecutive attempts. If this happens, please call us at 800.421.7111.

Your failure to comply with this Agreement will result in you no longer being allowed to use the Bill Pay Service. You understand the importance of your role in preventing misuse of your accounts through the Bill Pay Service, and

you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to ensure that the Bill Pay Service is 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 Bill Pay Service or e-mail transmitted to and from us will not be monitored or read by others.

The Bill Pay Service is not intended to replace access to Digital Banking from your computer or other methods you use to manage your accounts. You should review and follow usage instructions provided on our website. You agree to accept responsibility for learning how to use the Bill Pay Service in accordance with the instructions. We may modify the Bill Pay Service and any related services at any time. In the event of a modification, you are responsible for making sure that you understand how to use the Bill Pay Service. We are not liable to you for any losses caused by your failure to properly use the Bill Pay Service.

### **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.

### **Service Cancellation**

The Bill Pay Service may only be cancelled by cancelling Digital Banking. You may cancel Digital Banking by calling us at 800.421.7111 or visiting any SkyOne Federal Credit Union branch. After cancelling Digital Banking, you may not access the Bill Pay Service. However, we may (but are not obligated to) immediately discontinue making previously authorized transfers or payments set up by you. You may reestablish Bill Pay Service access at any time after cancelling, provided you meet the terms and conditions noted above.

We reserve the right to cancel your Bill Pay Service in whole or in part, at any time, with or without cause and without prior written notice. We also reserve the right to temporarily suspend Bill Pay Service access, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of the Bill Pay Service does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding

fees and charges incurred prior to the date of termination. Termination will apply only to the Bill Pay Service and does not terminate your other relationships with us. In addition, you will keep your account(s) with us open until final payment with respect to all outstanding items, and will maintain funds in such account(s) in amounts and for a period of time determined by us in our reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.

### **Mobile Check Deposits (Available only in the Mobile Application)**

By using this Mobile Check Deposits Service ("Mobile Deposits"), 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 that 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 emailed 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, Regulation CC, or other applicable law or rules. 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.
- Checks that include incomplete or contain incomplete information.
- “Post-dated” or “stale-dated”.
- 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 foregoing Mobile 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 Mobile 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 All-in One Disclosure governing your account. The checks will be considered received when they arrive at the credit union; however, as noted in this Agreement, such checks 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 Mobile Deposit.

## CHECK RETENTION AND DESTRUCTION

You understand and agree that all original checks you deposit through Mobile 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 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 the Service 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 Mobile Deposit. You agree to 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. See your All-in-One Disclosure governing your account for more information on reporting errors or questions on your account.

### **RETURNED ITEM**

Any check returned unpaid for any reason will be debited from your account maintained at the credit union. You are

responsible for correcting and resubmitting 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 Password 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 secure message or email 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 credit union branch or by mailing the original item to the address located in Section 6 of the General Terms 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 SERVICE 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.**

## **Wire Service Additional Terms**

### **Acceptance And Execution Of Requests, Cut-Off Time**

You authorize the credit union to transfer funds from any accounts designated by you. The credit union, subject to its Security Procedure (as defined herein), will execute wire transfers in accordance with wire transfer requests on forms acceptable to us (“Requests”) from you. Funds must be available in the account specified in the Request at the time the Request is submitted to us. 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 times 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 the right to reject your Request for an outgoing wire transfer for reasons including, but not limited to, 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 email, phone, or mail if it rejects the 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 security procedures (“Security Procedures”) stated in this Security section. You agree that these Security Procedures are commercially reasonable. You furthermore agree that any Request acted upon by the credit union in compliance with these Security 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.

You shall communicate Requests to the credit union by using the credit union's Digital Banking Services. Such communication shall be verified utilizing user identification, Passwords, and may be subject to dollar limits at our discretion. The credit union will perform callback 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 you and the credit union.

You agree to originate Requests through Online Wire Transfer Services via a secure connection.

**Security Procedures:** The Member agrees and consents to the use of certain Security Procedures to confirm the validity of the Request made pursuant to this Agreement. The Member understands the Security Procedures are not designed to detect errors in the content of the Wire Transfer Request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a wire transfer. The member hereby agrees that the utilization of any Security Procedure established hereunder shall constitute an agreement to its use and affirmative acknowledgment of its commercial reasonableness. The Member further agrees that any Wire Transfer Request that is acted upon in good faith by the credit union in compliance with these Security Procedures, whether in fact authorized by the member, shall constitute an authorized wire transfer. The following Security Procedures shall apply to this Addendum: Before accepting any such Wire Transfer Requests, the credit union will: (1) perform verification on the individuals initiating the Wire Transfer 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 the Member using information from the Member 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 the authorized signers such as joint owners, which the credit union may, in our sole discretion, require under the circumstances.

**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's fees for wire transfers in accordance with the applicable Schedule of 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 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 named by you. 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. You should refer to the All-In-One Disclosure for error resolution procedures.

### **Method Used To Make The Wire Transfer**

In connection with the use of this 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. 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) payment systems to process a Request.

### **Your Liability**

YOU UNDERSTAND AND AGREE THAT WIRE TRANSFERS ARE NOT SUBJECT TO FEDERAL REGULATION E PROTECTIONS, EXCEPT FOR INTERNATIONAL WIRE TRANSFERS; AS A RESULT, THE PROTECTIONS IN SECTION 16 OF THE GENERAL

TERMS DO NOT APPLY TO ANY WIRE TRANSFERS. IF YOU INITIATE AN INTERNATIONAL WIRE TRANSFER, YOU WILL BE SEPARATELY PROVIDED INFORMATION REGARDING YOUR RIGHTS IN THE EVENT OF FRAUD. 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 you, current and/or former authorized signers, such as joint owners. Such liability includes instances when a current or former Authorized Signer 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, negligence or fraudulent conduct of you, unauthorized data sent by electronic transmission by you, credit union's rejection of Request, malfunction or failure of your electronic transmission of Requests, any failure by you to comply with the terms of this Agreement, applicable laws, rules, or regulations. This indemnification shall survive termination of this Agreement.