Online Banking Services Master Agreement

3600 Coffee Road, Modesto, CA 95355
209-572-3600

Consumer Digital Account

As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score.

You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

If you wish to decline enrollment in SavvyMoney services, follow the instructions at https://savvymoney.com/ui/page/207083/opt-out?signature=-oYp2NgvBvJQGXqA23GA6ROsx-FmsYGR7vJwLEy3bFg

By clicking 'Accept', you are accepting SavvyMoney's Terms of Service and Privacy Policy that can be found at https://savvymoney.com/terms-of-service and https://savvymoney.com/privacy-policy/ (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

PART G – GENERAL TERMS FOR ALL MEMBERS

G-1. Introduction and How This Agreement Is Organized

This Online Banking Services Master Agreement ("Agreement") is between you and Mocse Credit Union ("Credit Union," "we," "us," or "our"). It governs your use of our online banking website and mobile banking application (together, "Digital Banking") and the services we make available through Digital Banking (each a "Service" and together the "Services"). By enrolling in, accessing or using any Service, or by authorizing another person to enroll, use or access any Service on your behalf, you agree to be bound by this Agreement in its entirety, as may be amended from time to time. Please read it carefully and keep a copy for your records.

This Agreement is organized so that you can find the terms that apply to you:

- **Part G – General Terms** applies to every member, whether you use the Services for Consumer Accounts, Business Accounts, or both.
- **Part C – Consumer Terms** applies only to Consumer Accounts. It includes your rights under the Electronic Fund Transfer Act and Regulation E.
- **Part B – Business Terms** applies only to Business Accounts.

If you have both Consumer Accounts and Business Accounts, Part C applies to your use of the Services for your Consumer Accounts and Part B applies to your use of the Services for your Business Accounts. Consumer Accounts and Business Accounts are enrolled under separate Digital Banking profiles.

Services at a glance. The table below shows which Services are available for each type of Account and where their terms appear.

Service	Consumer Accounts	Business Accounts	Terms
Account access, balances and statements	Yes	Yes	G-4; C-2; B-8
Transfers between your own Accounts	Yes	Yes	C-5; B-13
External transfers and ACH payments	Yes	Yes	C-5; B-14
Wire transfers	Domestic	Domestic	C-5.5; B-15
Mobile Remote Deposit Capture	Yes	Yes	C-4; B-12
Bill Pay	Yes	Not available	C-6
SavvyMoney credit score	Yes	Not available	C-7
Alerts	Yes	Yes	G-7
Text-message identity verification	Yes	Yes	G-6
Biometric login	Yes	Yes	G-8
Card Hub (card controls and card management)	Yes	Yes, for business cards	G-9
Soft Tokens and security procedures	Yes	Yes	C-3; B-6; B-9

Some Services require separate enrollment or approval, may be limited to certain Accounts, and may not be available to every member. We may add, change, or remove Services as provided in Section C-14 (Consumer Accounts) and Section B-27 (Business Accounts).

We reserve the right to determine the eligibility standards and qualifications and to refuse access to any Service, at our sole and absolute discretion. We reserve the right to change the eligibility and qualifications at any time without prior

notice. We may limit the number or dollar amount of your transactions at any time without prior notice in order to protect the security of your account or our system. Fees may apply for certain Services, as disclosed in our Fee Schedule.

G-2. Definitions

The following definitions apply throughout this Agreement. Part B contains additional definitions for Business Accounts, and the Bill Pay Terms of Service contain their own definitions for the Bill Pay Service.

- **"Consumer Account"** means a share, share draft, money market, certificate, or loan account with us that was established primarily for personal, family, or household purposes.
- **"Business Account"** means a share, share draft, money market, certificate, or loan account with us that was established primarily for business, commercial, or agricultural purposes, including an account of a sole proprietor established for business purposes. An account established primarily for personal, family, or household purposes is not a Business Account, even if it is used occasionally for business.
- **"Account"** means a Consumer Account or Business Account that is eligible for, and enrolled for, access through Digital Banking.
- **"Business Day"** means Monday through Friday, excluding federal holidays and any other day on which the Credit Union's offices are closed. The Bill Pay Terms of Service use their own definition of Business Day for the Bill Pay Service.
- **"Credentials"** means a username, password, one-time passcode, Soft Token, biometric login, and any other code or method used to access the Services or verify identity.
- **"Device"** means any computer, mobile phone, tablet, scanner, or other equipment used to access the Services, together with its software and internet or wireless connection.
- **"Electronic Fund Transfer" or "EFT"** has the meaning given in Regulation E (12 C.F.R. Part 1005).
- **"Fee Schedule"** means our Consumer Schedule of Fees and Charges and/or our Business Account Fee Schedule, as applicable, as amended from time to time.
- **"Membership and Account Agreement"** means the agreement and disclosures that govern your membership and your Accounts, including our Funds Availability Policy, Truth-in-Savings disclosures, and the Electronic Fund Transfer disclosure for card transactions.
- **"Service Provider"** means any company we engage, and its affiliates, to provide all or part of a Service on our behalf.
- **"Site"** means Digital Banking, including our online banking website and mobile banking application.

G-3. Relationship to Other Agreements; Order of Precedence

In addition to this Agreement, in connection with your use of the Services, you may be subject to, and/or required to agree to, account agreements, guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post in Digital Banking or otherwise provide or make available to you from time to time. All such account agreements, guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, for Consumer Accounts, your Membership and Account Agreement, Truth in Savings Disclosure and any other agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, or any other accounts that you may view, modify or otherwise access while using the Services, as well as our Fee Schedule, our Privacy Notice and other privacy disclosures, and your signature card. For Business Accounts, Additional Agreements shall include your Business Account Agreement, any applicable account or service agreements, disclosures, Fee Schedule, signature cards or account authorizations, and any Acceptance, schedule, and Supporting Documents described in Part B. Those Additional Agreements and documents continue to govern your Accounts. If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement, the terms and conditions of the specific Service shall govern as to that particular Service unless expressly stated herein. Notwithstanding anything to the contrary, the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

Certain features are provided by third parties who may require you to accept their own terms, such as SavvyMoney's terms or the terms of a Soft Token application. Those terms govern your relationship with the third party, but they do not reduce your rights against us under this Agreement or applicable law.

G-4. Accessing the Services; Devices

You must provide, at your own expense, a Device with internet access, a current supported web browser or operating system, and a valid email address and mobile phone number. Your Device must support current encryption standards (at least TLS 1.2). Some Services, such as Mobile Deposit, require our mobile app and an eligible mobile device with a camera. We may change our minimum system requirements from time to time. If a change is likely to prevent you from accessing or retaining electronic records, we will notify you of the updated requirements and provide any additional notices or obtain any consent required by applicable law.

You are responsible for the installation, maintenance, and operation of your Device. These responsibilities include, without limitation, your utilizing up-to-date Internet browsers, Devices, and best commercially available encryption, antivirus, anti-spyware, and Internet security software. We are not responsible for, and you might be charged, third-party fees related to your use of the Services that may include Internet access, data usage, push notifications, text messages, or other third-party charges. We are not responsible for errors, failures, or malfunctions of any Device or your carrier, including service outages or "out of range" issues. We are not responsible for viruses or related problems associated with the use of your Device and online systems. We are also not responsible for any third-party software you may need to use the Services. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation. The Services may not be available through every carrier or on every Device. We do not guarantee that the Services will be available when accessed from outside the United States, and access from outside the United States may be restricted. We do not guarantee the security of any device, network, or third-party system used to access the Service.

During enrollment, we may ask you to verify your mobile phone number by sending you a one-time code by text message, so that we can associate your Device with your Digital Banking profile.

G-5. Electronic Disclosures and Notices

G-5.1 Consent to Electronic Delivery. By enrolling in the Services, you agree that we may provide this Agreement and all related disclosures, notices, confirmations, and other communications (including disclosures required by Regulation E and any change-in-terms notices) electronically, by posting them in Digital Banking, sending them through the Digital Banking secure message center, or emailing them to the email address in our records. This consent applies to the Services and to the communications described in this Agreement. Additional information about electronic delivery of account statements is provided in our separate E-Sign Disclosure and Consent.

G-5.2 Hardware and Software Requirements. To receive and retain electronic communications, you need the Device and connection described in Section G-4, software that can open PDF files, and the ability to print or save documents.

G-5.3 Paper Copies. You may request a paper copy of any required disclosure by contacting us as described in Section G-12. A fee may apply as shown on our Fee Schedule.

G-5.4 Withdrawing Consent. You may withdraw your consent to electronic communications at any time by contacting us. Because the Services are provided electronically, withdrawing consent will end your access to the Services, including any scheduled Bill Pay payments and transfers, which you should cancel in advance.

G-5.5 Keeping Your Information Current. You agree to keep your email address, mobile phone number, and mailing address current in Digital Banking or by contacting us. We may treat any notice as delivered when we send it to the most recent address or number in our records, or when we post it in Digital Banking, unless applicable law requires otherwise.

G-5.6 Notices to Us. Except where this Agreement provides otherwise, you may send notices to us at the address in Section G-12. A notice to us is effective when we receive it and have had a reasonable opportunity to act on it.

G-5.7 Receipts and Transaction History. You may view your transaction history by logging in to Digital Banking. You agree to use this history, together with your periodic statements, instead of receiving paper receipts.

G-6. Calls and Text Messages

G-6.1 Consent to Calls and Texts. By providing us with a telephone number (including a mobile number) or email address, you consent to receive calls, text messages, and emails from us and our Service Providers at that number or address for our everyday business purposes, including but not limited to, identity verification, security or fraud prevention, transaction alerts, payment information, and servicing your Accounts. These calls or text messages may be made using an automatic telephone dialing system or a prerecorded or artificial voice. Your consent to receive such calls or messages

is not required as a condition of receiving the Services. Message frequency varies, and message and data rates may apply.

G-6.2 Identity Verification Texts. We may verify your identity or Device by sending a one-time verification code by text message, which you enter in Digital Banking. If you opt out of receiving verification texts, we may need to verify your identity another way, and some Services may be unavailable. For additional information, please see our Text Messaging Program Terms, which are incorporated into this Agreement by reference.

G-6.3 Alert Texts. You may opt out of receiving Alerts sent by text message at any time. Alerts sent to your email address are not affected. To restart text Alerts, visit the Alerts settings in Digital Banking. For additional information, please see our Text Messaging Program Terms:
https://mocse.org/wp-content/uploads/2026/10/Mocse_Text_Messaging_Program_Terms_-v3.pdf

G-7. Alerts

G-7.1 Alerts. Your enrollment in Digital Banking includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Mocse Credit Union account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Mocse Credit Union Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Mocse Credit Union reserves the right to terminate its alerts service at any time without prior notice to you.

G-7.2 Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints") as follows: (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Mocse Credit Union Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

G-7.3 Limitations. Mocse Credit Union provides Alerts as a convenience to you for information purposes only. An Alert does not constitute an official record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Mocse Credit Union's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Mocse Credit Union, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

G-7.4 Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your password, passcode, or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

G-7.5 Business Profiles. For Business Accounts, the Primary Administrator is responsible for the Alert settings of each Authorized User, and Alerts sent to an Authorized User are deemed delivered to the business.

G-8. Biometric Login

Biometric login is an optional biometric sign-in method for Mocse Credit Union Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Mocse Credit Union never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and Account information within Mocse Credit Union Mobile Banking. Mocse Credit Union reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Mocse Credit Union Mobile Banking.

Biometric login does not change your responsibility for your Credentials under Section C-3 (Consumer Accounts) or Section B-6 (Business Accounts). Because anyone whose biometrics are stored on your Device can access your Accounts if you enable this feature, you should enable biometric login only if you are the only person whose biometrics are stored on that Device.

For Business Accounts, the business must require each Authorized User to enable biometric login only on a Device that stores no other person's biometrics.

G-9. Card Hub (Card Controls and Card Management)

G-9.1 Description. Card Controls and Card Management (together, "Card Management") let you manage the debit and credit cards we issue to you that you register in Digital Banking. Depending on your card and Device, you may be able to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

G-9.2 Controls Remain in Effect. The controls and alerts you set through Card Management may continue to apply, even if you delete the Digital Banking app or remove it from your mobile device. To discontinue them, change your settings in Card Management or contact us.

G-9.3 Third-Party Services. Card Management may enable access to Mocse Credit Union and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Mocse Credit Union and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

G-9.4 Communications. You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed through Card Management. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts.

Mocse Credit Union reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Card Management.

G-9.5 Availability and Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device ("Notification") is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Mocse Credit Union does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

You acknowledge and agree that neither Mocse Credit Union nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Mocse Credit Union nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Mocse Credit Union, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

Your use of a card is also governed by your applicable Additional Agreements, including your cardholder agreement and, for debit cards, by the Electronic Fund Transfer disclosure in your Membership and Account Agreement. Turning a card "off" or setting a control does not stop payment of a transaction that has already been authorized, and certain transactions (such as recurring payments, card-not-present transactions, and transactions a merchant submits without authorization) may not be blocked by your controls.

G-9.6 Business Cards. For Business Accounts, Card Hub is available for business debit and credit cards registered by the Primary Administrator or an Authorized User with the necessary permissions. The business is responsible for the card controls and alerts its Authorized Users set. Use of business cards remains subject to the business cardholder agreement, and Regulation E card protections do not apply to business debit cards.

G-9.7 Card Hub Mobile Privacy Policy. Please see our Card Hub mobile privacy policy at https://mocse.org/wp-content/uploads/2026/10/Mobile-Privacy-Policy.pdf. Which is incorporated by reference into this Agreement. This Mobile Privacy Policy ("Privacy Policy") applies to information collected through the Card Hub feature and the mobile application in which it is offered. Capitalized terms used in this Mobile Privacy Policy (including "App" and "Services") have the meanings given in the policy itself, not in the rest of this Agreement. This policy supplements, and does not replace, our Privacy Notice described in Section G-10.

G-10. Privacy

G-10.1 Privacy Notice. Our collection, use, and sharing of your information is described in our Privacy Notice, which is provided to consumer members as required by federal privacy law. Information collected through the mobile app and Card Hub is also described in the Card Hub Mobile Privacy Policy in Section G-9.7, and the Bill Pay Terms of Service describe information practices specific to the Bill Pay Service.

G-10.2 Privacy of Others. If you receive information about another person through the Services, you agree to keep the information confidential and use it only in connection with the Services.

G-11. Acceptable Use; Intellectual Property; Third-Party Services

G-11.1 Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you agree not to use the Services for any purpose that is unlawful or prohibited by this Agreement, including but not limited to communications, activities, or transactions 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; (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors; (k) involve persons or entities located in jurisdictions subject to prohibitions or restrictions under applicable U.S. law, including U.S. economic sanctions; (l) involve the purchase, sale, or facilitation of prohibited goods or services, including unlawful gambling, controlled substances, counterfeit or stolen goods, or other unlawful activities; (m) are false, misleading, inaccurate, or fraudulent; (n) involve gaining or attempting to gain unauthorized access to our systems, accounts, or information; (o) involve making commercial use of, reselling, framing, or mirroring any portion of the Services without our prior written permission; (p) involve using any manual or automated process to retrieve, index, data mine, or otherwise reproduce the contents of the Services without our prior written permission; or (q) could reasonably be expected to expose us, our members, or our Service Providers to material reputational, operational, or compliance risks.

You also agree not to use the Services in violation of U.S. sanctions laws administered by the Office of Foreign Assets Control, for illegal internet gambling, or for any other illegal activity.

G-11.2 Intellectual Property. All 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 us or the Service 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.

You may not copy, decompile, reverse engineer, or create derivative works of the Digital Banking app or any software used to provide the Services. Any software we provide is licensed to you, not sold, for your personal, non-commercial use in accessing the Services.

G-11.3 Links and Third-Party Sites. 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.

G-11.4 Third-Party Service Providers. We use Service Providers to provide parts of the Services. We remain responsible to you for the Services as provided in this Agreement and applicable law, regardless of whether a Service Provider performs them.

G-12. Contact Information

Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355. Telephone: 209-572-3600. Bill Pay customer care: 833-572-9896 (see the Bill Pay Terms of Service). You may also send a secure message through Digital Banking. Telephone calls to us are not a substitute for written notice where this Agreement requires written notice, except as provided in Section C-8.

PART C – CONSUMER TERMS (CONSUMER ACCOUNTS ONLY)

Part C applies only to your use of the Services for Consumer Accounts. In Part C, "you" and "your" mean each owner of a Consumer Account and each person authorized to use the Services for that Account.

C-1. Eligibility and Enrollment

To use the Services, you must be a member in good standing with at least one Consumer Account. We may decline or limit enrollment for any lawful reason, including to protect you or the Credit Union from fraud.

You agree to use the Services for personal, family, or household purposes only. If you need online services for a business account, your business must enroll under Part B of this Agreement. You may not use a Consumer Account or these Services to send or receive payments for a business.

Minors may use certain Services only on an Account owned jointly with a parent or guardian, and only if we permit it for that Account type.

C-2. Linked Accounts and Account Information

C-2.1 Linked Accounts. You may access through Digital Banking any eligible Account on which you are an owner or authorized signer. If an Account is jointly owned, each owner may access the Account and initiate transactions through the Services without the consent of the other owners, and each owner is bound by transactions initiated by any other owner. Transfers between Accounts through the Services may be limited to Accounts with like ownership.

C-2.2 Account Information. Balance and transaction information shown in Digital Banking may not reflect transactions that have not yet posted, including transactions processed after the close of a Business Day. Posted items may later be reversed because of insufficient funds, stop payment orders, legal process, or similar reasons, and some balances may not be available for immediate withdrawal under our Funds Availability Policy. Your periodic statement is the official record of your Account.

C-2.3 Loan Accounts. You may make payments to your loan Accounts through the Services. If your loan agreement permits advances, you may request advances through the Services, subject to the terms of that loan agreement.

C-3. Protecting Your Credentials and Accounts

C-3.1 Keep Your Credentials Confidential. You agree to keep your Credentials confidential and not to share them with anyone. We will never call, text, or email you to ask for your password or a one-time passcode, and our employees will never need your password. Do not store your password where others can find it, log off when you finish a session, do not leave your Device unattended while logged in, keep your Device's operating system and security software up to date, and use the Device's screen-lock feature. We strongly discourage using the Services on public Wi-Fi networks. Always go directly to our website or app rather than clicking a link in an email or text that appears to come from us.

C-3.2 If You Share Your Credentials. If you give your Credentials to another person and allow that person to use the Services, you authorize that person to conduct transactions on your Accounts, and you are responsible for transactions that person makes, including transactions you did not intend, until you notify us that the person is no longer authorized and we have had a reasonable opportunity to act on your notice, except as otherwise provided by applicable law. Transfers by a person you have authorized are not "unauthorized transfers" under Section C-8, except as otherwise provided by applicable law.

C-3.3 Tell Us at Once. Contact us immediately at the number in Section G-12 if you believe your Credentials or Device have been lost, stolen, or compromised, or if you believe a transaction was made without your permission. Your liability for unauthorized Electronic Fund Transfers is governed by Section C-8.

C-3.4 Soft Tokens and Additional Authentication. We may offer or require additional authentication tools, such as a Soft Token (a software token that generates single-use passcodes), one-time passcodes sent by text message or email, device recognition, or security questions. If a Soft Token is offered, you may need to download a third-party app and accept its terms; standard carrier rates may apply. We may suspend or end your use of any authentication tool to protect you or your Accounts. If you choose not to use an authentication tool we offer, your access to some Services may be limited.

C-3.5 Our Security Procedures. We use security procedures, including authentication and transaction monitoring, designed to protect your Accounts against unauthorized access and to verify your identity and instructions when accessing or using the Services. These procedures may include User IDs, passwords, multifactor authentication, one-time passcodes, security questions, callbacks, device verification, and other authentication or verification methods we may require from time to time. You agree to comply with these security procedures and to safeguard your Credentials and any security devices used to access the Services. We may require additional authentication or verification as a condition of accessing or using certain Services or completing certain transactions. These procedures are not designed to detect errors in the content of your instructions, such as an incorrect account number. You acknowledge and agree that the security procedures established by the Credit Union are commercially reasonable, except as otherwise provided by applicable law. If you believe any security procedure is not appropriate for your needs, you agree to notify us so that we may determine whether alternative security procedures are available. We may change our security procedures at any time, and we may delay, refuse, or require additional verification of any transaction we reasonably believe may be unauthorized, fraudulent, or the result of a scam, subject to applicable law.

C-4. Mobile Deposit (Remote Deposit Capture)

Mobile Deposit (remote deposit capture, or "RDC") allows you to make check deposits to your Mocse Credit Union savings and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to the Credit Union. You can use RDC through our Digital Banking app on an eligible mobile device with a camera. The following terms and conditions apply to RDC.

a. We reserve the right to require an application before making RDC services available.

b. We will not be responsible for any technical difficulties you experience attempting to use RDC. You are responsible for the devices and Internet connection you use. Once a deposit is successfully transmitted through RDC, you will receive a notice of deposit status by an “In Application” message. Some deposits may require additional review once accepted.

c. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark “void” or shred or otherwise properly destroy the original item within 90 days after the deposit is accepted, to avoid the item being deposited or presented again. You agree to defend, indemnify and hold the Credit Union harmless from any claims, damages, losses, liability or expenses to which we may become subject as a result of an item you deposited via RDC being presented for duplicate payment.

d. Only the following items may be deposited by RDC: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on the U.S. Treasury or U.S. state or local governments. Checks must be payable to you and endorsed by you for deposit to an account of which you are an owner. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:

- The check is not payable to you
- There is any apparent alteration to the front of the check
- You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- The check is payable in currency other than U.S. dollars
- The check has previously been converted to a substitute check
- The check is remotely created
- The issue date is more than six months prior to the attempted deposit date or beyond the valid date printed on the check
- The check is post-dated
- You have reason to believe the check will not be paid by the institution on which it is drawn
- Money orders
- Savings bonds

The check image transmitted via RDC must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve or any other agency or clearinghouse.

e. We may discontinue RDC or change the terms of RDC at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.

f. We may at our sole discretion refuse to accept any item presented for deposit via RDC. We will notify you if we do this. We will have no liability to you for declining to accept items presented for deposit via RDC.

g. Funds from any check deposited via RDC will be available to you after final collection from the institution on which it is drawn. We make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with the Credit Union, your collected account balances, and your creditworthiness. Our making funds available is not a guarantee that a remotely deposited check will be paid. If a remotely deposited check is lawfully returned, the amount of the check plus the Returned Deposit Item fee shown on the Fee Schedule will be deducted from your account. If the deduction results in a negative balance, you are responsible for restoring the negative balance upon our request. If you do not, our Right of Offset and right to recover Collection Costs will apply.

h. You agree to notify us of any errors with respect to any RDC deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. Except as otherwise required by applicable law, we will not be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.

i. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. The Credit Union and our third party providers of RDC Services retain all ownership and proprietary rights in the Services, associated content, technology and websites.

j. You agree and warrant that (1) you will use RDC only to transmit eligible checks, (2) check images will meet quality standards, (3) you will not use RDC to transmit duplicate items, (4) you will not deposit or re-present the original item once it has been submitted for deposit via RDC, (5) all information you provide to us is accurate and correct, and (6) you will comply with these terms and conditions, all agreements you have with the Credit Union, and applicable laws, rules and regulations.

Mobile Deposit is a check deposit service and deposits made through it are not Electronic Fund Transfers under Regulation E. Funds from mobile deposits will be made available by the second business day after the day of your deposit.

Funds deposited through Mobile Deposit may be subject to a different availability schedule than the Credit Union's general Funds Availability Policy. The first $500 of your Mobile Deposits will generally be available on the same business day as your deposit, and the remaining funds, up to the applicable daily deposit limit, will generally be available on the second business day after the day of deposit. The Credit Union reserves the right to delay the availability of funds from any Mobile Deposit or change the availability schedule at any time, subject to applicable law and any required notice.

C-5. Transfers, ACH Payments and Wire Transfers

C-5.1 Scope

This Section governs transfers between your Accounts, external transfers and other ACH payments, and wire transfer requests you make through Digital Banking. ACH transfers to or from your Consumer Account are Electronic Fund Transfers, and your rights are described in Section C-8. Wire transfers are not Electronic Fund Transfers under Regulation E; they are governed by this Section and the law described in Section C-5.5.

C-5.2 Eligibility and External Accounts

To use external transfers, ACH payments, or wire transfers, you must have an eligible Consumer Account enrolled in Digital Banking. We may require your account to be open for at least 30 days, and we may limit or deny access based on account history, risk or legal requirements.

Before you send ACH transfers to an account at another financial institution, we may verify that you own it, for example through trial deposits or an account-verification service.

C-5.3 Your Responsibilities

You agree to give us complete and accurate instructions, to keep enough available funds in your Account to cover each transfer and any fee, to review your confirmations, Alerts, and statements promptly, and to keep your contact information current so we can reach you to verify a request. We are not responsible for verifying that the name on the payment instruction matches the account number.

Scam awareness. Be cautious of anyone who asks you to send a wire or ACH payment urgently, to keep it secret, or to "protect" your money by moving it. Wires and many ACH credits are hard or impossible to recover once sent. If you are unsure, call us at 209-572-3600 before sending.

C-5.4 ACH Transfers & Payment Services

Through Digital Banking you may:

- Transfer funds between your Credit Union account and your own verified accounts at other institutions ("external transfers").
- Schedule one-time or recurring ACH payments.

Item	Standard ACH
Cutoff time	6:00 p.m. Pacific Time on a Business Day
Typical delivery	1–3 Business Days

Requests received after the cutoff time or on a day that is not a Business Day are treated as received on the next Business Day. For security reasons, we may set lower limits for your Account and may change limits as described in Section C-14.

We may place a hold on, or delay availability of, incoming external transfers as described in our Funds Availability Policy.

Limits. Your transfer limits may vary based on your account history, the services you use and other factors. Applicable limits and the dollar amounts and frequency of ACH transfers will be displayed when you access the service and before you submit a transfer request. For security reasons, we may also impose additional limits or restrictions on ACH transfers.

Authorization. By scheduling an ACH transfer, you authorize us to debit or credit the accounts you name, and to reverse any entry made in error, as permitted by the Nacha Operating Rules. When you give a third party your account information to debit your account, you authorize that party to originate the debit, and we may pay it.

Insufficient funds and returns. If your account does not have enough available funds on the scheduled date, we may decline the transfer, pay it and create an overdraft, or try again. Fees may apply. If a transfer is returned by the other institution, we will credit or debit your account accordingly.

Provisional payment. Credit for an ACH entry is provisional until we receive final settlement. If we do not, we may reverse the credit and you will owe us the amount. We are not required to send you a separate notice when we receive an ACH credit, except as required by applicable law. ACH credits will appear on your periodic statement.

Canceling a scheduled transfer. You may cancel the scheduled transfer by 6:00 pm PT the day before it is scheduled to process.

Your right to stop preauthorized debits, to receive notice of varying amounts, and to dispute unauthorized debits is described in Section C-8. You may also ask us to return an unauthorized ACH debit under the Nacha Operating Rules by signing a Written Statement of Unauthorized Debit, generally within 60 days after the debit settles; this does not shorten your rights under Section C-8.

C-5.5 Wire Transfer Services

Wire transfers requested through Digital Banking are available for domestic wire transfers only. To send an international wire, please contact us.

Submitting a request. You may submit a domestic wire request through Digital Banking. You must give accurate Beneficiary information, including name, address, account number and the routing number (ABA) of the Beneficiary's bank. A request is not accepted until we execute it.

Reliance on account numbers. If your request describes the Beneficiary or the Beneficiary's bank by both name and account number, we and other banks may rely on the number alone, even if it identifies a different person or bank. You may lose the funds if the number is wrong.

Item	Domestic wires
Cutoff time	2:00 p.m. Pacific Time on a Business Day
Fee	See Fee Schedule

Requests received after the Cutoff Time, or on a non-Business Day, are processed the next Business Day. We may change limits at any time for security reasons. Intermediary and Beneficiary banks may deduct their own fees.

Funds. You must have enough available funds to cover the wire and its fee when we execute it. We may debit your account as soon as we accept the request. We are not required to execute a wire that would overdraw your account.

Cancellation and amendment. You may ask us to cancel or change a domestic wire, but we have no obligation to do so once it is executed. We will make reasonable efforts, and you agree to pay any related costs. A Fedwire transfer is generally final once sent.

Security procedures for wires. Before releasing a wire, we may verify your request through your Credentials, a one-time passcode, a callback to a phone number in our records, or other security procedures. We may also employ additional security procedures, including multifactor authentication, security questions, or other methods that we deem necessary in order to safeguard against unauthorized transactions. By submitting a wire transfer request, you agree that these security procedures are commercially reasonable for the size, type, and frequency of wire transfers you make, and you waive any objection that they are not. To the extent permitted by applicable law, you agree to be bound by any wire transfer request, whether or not authorized by you, that we accept in good faith and in compliance with the agreed security procedures and any applicable restrictions on your wire transfers. We reserve the right to reject any wire transfer request that we, in our discretion, cannot properly authenticate or verify.

You agree that the authenticity of wire transfer requests may be verified using these security procedures unless you notify us in writing that you do not agree to the security procedure. In that event, we will have no obligation to accept any wire transfer request from you on the account until we agree, in writing, on alternate commercially reasonable security procedures. To the extent that you fail to follow these security procedures, you shall be deemed to have refused such security procedures. We may change these security procedures, or otherwise impose additional security procedures, from time to time, upon notice to you.

Governing rules. Domestic wire transfers are governed by Article 4A of the Uniform Commercial Code as adopted in California (Division 11 of the California Commercial Code), Federal Reserve Regulation J and the Fedwire operating circulars for Fedwire transfers, and this Agreement. Domestic wire transfers are generally not subject to the Electronic Fund Transfer Act or Regulation E.

Our liability for wire transfers. Our liability for domestic wires is limited to the remedies provided in UCC Article 4A, including refunds, fees, interest, and other amounts recoverable under Article 4A, as applicable. Except as required by law, we are not liable for indirect, special or consequential damages, even if we were advised of their possibility. We are not responsible for the acts or omissions of the Federal Reserve, intermediary banks or the Beneficiary's bank, except to the extent required by applicable law.

C-5.6 Compliance and Fraud Prevention

OFAC and sanctions. All transfers are screened against sanctions lists maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC). You may not send or receive transfers that violate U.S. law. We may delay, block, freeze or report any transfer as required by law, and we are not liable for doing so.

Bank Secrecy Act. We may request information about the purpose of a transfer, the Beneficiary or the source of funds, and may decline a transfer if you do not provide it.

Nacha Operating Rules. You agree to be bound by the Nacha Operating Rules for ACH entries you originate or receive. Under those Rules, we may monitor ACH entries for fraud, and we may hold, return or delay an entry we suspect is unauthorized or induced by fraud.

Fraud monitoring. We may use automated tools to review transfers. We may contact you to confirm a request and may delay it until we reach you. We may suspend your access to these services to protect your account.

C-6. Bill Pay Service

The Bill Pay Service lets you receive, view, and pay bills from Digital Banking. It is available only to individuals who are U.S. residents, for payments from a Consumer Account. Business Accounts are not eligible for Bill Pay.

Your use of Bill Pay is governed by the Bill Pay Terms of Service, which you will also be asked to accept when you enroll in Bill Pay. Bill Pay payments from your Consumer Account are Electronic Fund Transfers. Your rights regarding unauthorized payments, errors, and our liability for failing to make a payment are described in Section C-8 and in the Bill Pay Terms of Service; if they differ, the provision more favorable to you applies.

Bill Pay fees, including stop-payment fees, are shown in the Fee Schedule and in the Bill Pay Service. For Bill Pay customer care, call 833-572-9896.

C-7. SavvyMoney Credit Score Service

C-7.1 Description. As an optional feature of Digital Banking, we offer a credit score, credit report, and credit monitoring service through SavvyMoney, Inc. ("SavvyMoney"), an independent third-party service provider that is not affiliated with the Credit Union. Obtaining your credit score through this service is a "soft inquiry" and will not affect your credit score. The service is available only to individual members for Consumer Accounts.

C-7.2 Your Authorization. If you enroll, you provide written instructions under the Fair Credit Reporting Act authorizing SavvyMoney and the Credit Union to obtain your consumer report and credit score from a consumer reporting agency on an ongoing basis while you are enrolled, and to use that information to verify your identity, provide you with your credit score, report, and alerts, provide financial education, and identify and present to you offers for Credit Union products and services for which you may qualify. Any offer you receive is subject to our normal application and approval process.

C-7.3 SavvyMoney Terms. When you enroll by selecting "I Agree," you also accept SavvyMoney's Terms of Service and Privacy Policy, which are available at https://savvymoney.com/terms-of-service/ and https://savvymoney.com/privacy-policy/. SavvyMoney's Terms of Service and Privacy Policy are separate from the Credit Union's agreements and privacy notices and may contain different terms and disclosures.

C-7.4 Declining or Ending Enrollment. Enrollment is optional. You may decline enrollment before it begins by using the opt-out link presented in Digital Banking, and you may revoke your authorization and end the service at any time through your credit score profile settings. Revoking your authorization does not affect your Accounts or other Services.

C-8. Electronic Fund Transfer Disclosure (Your Rights Under Regulation E)

C-8.1 Scope

This Section applies to Electronic Fund Transfers to or from your Consumer Account made through the Services, including transfers to and from external accounts, ACH payments, preauthorized (recurring) debits and credits, and Bill Pay payments. Debit card transactions are covered by the Electronic Fund Transfer disclosure in your Membership and Account Agreement. Wire transfers are not covered by this Section. If any other part of this Agreement conflicts with this Section, this Section controls.

C-8.2 Types of Transfers and Limits

Through the Services, you may transfer funds between your Accounts, make loan payments, transfer funds to and from your verified accounts at other financial institutions, make payments to third parties through Bill Pay, and receive and authorize ACH credits and debits. The limits for external transfers and ACH payments are displayed in Digital Banking when you request a transfer (see Section C-5.4). For security reasons, there may be additional limits on the number or amount of transfers, which we may not disclose. Limits on transfers from certain savings Accounts may apply as described in your Membership and Account Agreement.

C-8.3 Fees

Fees for Electronic Fund Transfers made through the Services, including stop-payment fees, are shown in our Fee Schedule. Your internet or wireless provider may also charge you.

C-8.4 Documentation

Periodic statements. You will receive a monthly statement for any month in which an Electronic Fund Transfer occurs on your Account, and at least a quarterly statement otherwise.

Preauthorized credits. If you have arranged to have direct deposits made to your Account, you can call us at 209-572-3600 or check Digital Banking to find out whether the deposit has been made.

C-8.5 Preauthorized Payments

Right to stop payment. If you have told us in advance to make regular payments out of your Account or authorized a third party to debit your Account regularly, you can stop any of these payments. Call us at 209-572-3600, write to us at the address in Section G-12, or use the stop-payment feature in Digital Banking, in time for us to receive your request at least 3 Business Days before the payment is scheduled. Your request must identify the payment sufficiently for us to locate it and have a reasonable opportunity to act on your request. If you call, we may also require you to confirm your

request in writing and get it to us within 14 days after you call. A stop-payment fee may apply as shown on the Fee Schedule.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment. If you order us to stop one of these 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.

C-8.6 Our Liability for Failure to Make Transfers

If we do not complete an Electronic Fund 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 losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough available funds in your Account to make the transfer;
- if the transfer would go over the credit limit on your overdraft line;
- if the system or the Service was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire, flood, or power or network failure) prevent the transfer, despite reasonable precautions that we have taken;
- if the funds in your Account are subject to legal process, a hold, or another encumbrance restricting the transfer;
- if you did not give us complete and correct payment information, including the correct name, address, and account number of the payee;
- if we have reason to believe the transfer is unauthorized or fraudulent;
- if the transaction would exceed established limits;
- if we received incomplete or inaccurate information from you or a third party involving the account or transaction;
- if we or you have terminated this Agreement, your Digital Banking access has been terminated, or the applicable account or membership has been closed or restricted; or
- if the transaction is prohibited by applicable law, regulation, court order, or other legal process.

There may be other exceptions. Nothing in this section limits any duty we may have under applicable law to act in good faith and with reasonable care. For Bill Pay payments, the Service Guarantee in the Bill Pay Terms of Service may provide additional protection.

C-8.7 Disclosure of Account Information to Third Parties

We will disclose information to third parties about your Account or the transfers you make only: where it is necessary 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; in order to comply with government agency or court orders; as described in our Privacy Notice; or if you give us your written permission.

C-8.8 Your Liability for Unauthorized Transfers

The term unauthorized Electronic Fund Transfer, also referred to herein as an unauthorized transfer or transaction, has the same meaning as defined in Regulation E, 12 CFR § 1005.2(m). You understand and agree that you are responsible for all transactions you authorize using the Services, except as otherwise provided by applicable law. Transactions that you or someone acting with you initiates 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. When you give someone your Credentials and any other access codes, you are authorizing that person to use your Services, and you are responsible for all transactions that person performs while using your Services unless otherwise provided for by applicable law. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions, unless otherwise provided for by applicable law.

Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an unauthorized Electronic Fund Transfer has been made from any of your accounts. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit).

If you tell us within 2 Business Days after you learn of the loss or theft of your Credentials, you can lose no more than $50 if someone used your Credentials without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

C-8.9 Contact in Event of Unauthorized Transfer

If you believe your Credentials have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call us at 209-572-3600 or write to us at Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355. You may also send a secure message through Digital Banking, but calling is the fastest way to reach us.

C-8.10 In Case of Errors or Questions About Your Electronic Transfers

Call us at 209-572-3600, write to us at Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355, or use the secure message feature in Digital Banking, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

When contacting us, please make sure to:

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

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

We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days (20 Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account. An account is considered a new account for the first 30 days after the first deposit is made, if you are a new member.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we provisionally credited your Account and find no error, we may reverse the credit after notifying you as required by law.

C-9. Fees; Available Funds

C-9.1 Fees. You agree to pay the fees for the Services shown in our Fee Schedule, which is available on our website, at our branches, and on request. We may debit fees from your Account. We will give you advance notice of new or increased fees as required by Section C-14 and applicable law.

C-9.2 Available Funds. You agree to have enough available funds in your Account, as determined under our Funds Availability Policy, to cover each transaction you request through the Services and any related fee. If you do not, we may decline the transaction, or we may pay it and overdraw your Account, as described in your Membership and Account Agreement and any overdraft disclosures you have received. Overdraft and returned-item fees, if any, are shown on the Fee Schedule. Nothing in this Agreement obligates us to pay an overdraft or to lend you money.

C-10. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, THE SERVICES, THE DIGITAL BANKING APP, AND RELATED DOCUMENTATION CONTENT, INCLUDING THIRD-PARTY CONTENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER WE NOR OUR SERVICE PROVIDERS WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT ANY DEFECTS WILL BE CORRECTED. NO INFORMATION OR ADVICE PROVIDED BY US, OUR SERVICE PROVIDERS, OR OUR OR THEIR REPRESENTATIVES WILL CREATE ANY WARRANTY. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE ACCESS TO THE SERVICES, AND THEIR OPERATION MAY BE AFFECTED BY FACTORS OUTSIDE OUR CONTROL. THESE FACTORS MAY INCLUDE INTERNET OR NETWORK FAILURES, COMMUNICATIONS INTERRUPTIONS, SYSTEM OUTAGES, WIRELESS COVERAGE LIMITATIONS, OR OTHER TECHNICAL DIFFICULTIES THAT MAY RESULT IN THE LOSS OF DATA OR PERSONALIZATION SETTINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY DEVICE, NETWORK, OR THIRD-PARTY SYSTEM USED TO ACCESS THE SERVICES. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THESE DISCLAIMERS MAY NOT APPLY TO YOU. NOTHING IN THIS SECTION LIMITS YOUR RIGHTS UNDER SECTION C-8.

C-11. Limitation of Liability

EXCEPT AS OTHERWISE REQUIRED BY LAW, AND EXCEPT FOR OUR LIABILITY UNDER SECTION C-8 AND THE ELECTRONIC FUND TRANSFER ACT, WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY DEVICE, EQUIPMENT, SOFTWARE, OR INTERNET SERVICE USED TO ACCESS THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT LIABLE FOR DELAYS OR FAILURES CAUSED BY YOUR DEVICE, YOUR INTERNET OR WIRELESS PROVIDER, POWER OUTAGES, COMMUNICATIONS INTERRUPTIONS, EQUIPMENT OR SOFTWARE MALFUNCTIONS, OR INCOMPLETE OR INACCURATE INSTRUCTIONS YOU GIVE US. YOU ARE RESPONSIBLE FOR TAKING REASONABLE STEPS TO PROTECT YOUR DEVICE AND EQUIPMENT FROM VIRUSES, MALWARE, AND OTHER SECURITY THREATS WHEN ACCESSING THE SERVICES.

Nothing in this Agreement limits or excludes our liability for our own gross negligence, willful misconduct, fraud, or violation of law, or any liability that cannot be limited or excluded under applicable law, including California Civil Code §1668. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

For the Bill Pay Service, the limitation of liability provisions of the Bill Pay Terms of Service apply, subject to Section C-8 and applicable law.

C-12. Indemnification

Except as otherwise provided by applicable law, you agree to defend, indemnify, and hold the Credit Union, its affiliates, directors, officers, agents, employees, licensors, service providers, and suppliers harmless from any third-party claims, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising from or related to:

- Your misuse of the licensed software or the Services;
- Your violation or breach of this Agreement or applicable law;
- Your knowing authorization of another person to use your Credentials or account information, to the extent you are responsible for that person's conduct under applicable law;
- Your negligent or intentional acts or omissions in connection with your use of the Services;
- Your infringement or violation of a third party's intellectual property or privacy rights; or
- Your deposit of a check through Mobile Deposit that is subsequently presented for payment more than once, to the extent the resulting claim or loss is attributable to your conduct.

We will notify you of any such claim and may require your cooperation in resolving it. You may not settle a claim involving us without our written consent. This section shall survive the termination of this Agreement. This Section does not apply to the extent a claim or loss is caused by our negligence or misconduct and does not limit your rights under Section C-8.

C-13. Circumstances Beyond Our Control

Except as provided in Section C-8, we are not responsible for any failure or delay in providing the Services caused by circumstances beyond our reasonable control, such as natural disasters, fire, flood, pandemic, war, civil unrest, acts of government, labor disputes, or failures of power, communications, payment systems, or the Federal Reserve, despite reasonable precautions we have taken. We may make a Service temporarily unavailable for maintenance or security reasons. When a Service is unavailable, you should use another method, such as visiting a branch or calling us, to complete time-sensitive transactions.

C-14. Changes to this Agreement

We may change this Agreement, our fees, or the Services from time to time. If a change would result in increased fees, increased liability for you, fewer types of available Electronic Fund Transfers, or stricter limits on the type, amount, or frequency of transfers, we will give you notice at least 21 days before the change takes effect, as required by Regulation E. We may make a change immediately without prior notice if it is necessary to maintain or restore the security of an Account or our systems; if the change is permanent, we will notify you of it as required by law. For other changes, we will give notice as required by applicable law, which may be by posting the revised Agreement in Digital Banking. Your continued use of the Services after a change takes effect means you accept the change.

C-15. Suspension and Termination

You may stop using the Services or cancel any Service at any time by contacting us. We will process your cancellation request after we have had a reasonable opportunity to act on it. Bill Pay payments and transfers that have already begun processing will be completed; you should cancel any scheduled or recurring payments you do not want made. We cannot guarantee that we will be able to cancel payments or transfers that have already been scheduled or submitted for processing. We may suspend or end your access to all or part of the Services at any time, with or without prior notice as permitted by law, including if your Accounts are closed or restricted, if you do not comply with this Agreement, if we suspect fraud or unauthorized use, or if you have not logged in to Digital Banking for 365 days. We may also refuse, delay, or decline to process any transaction that we reasonably believe is unauthorized, fraudulent, unlawful, exceeds available funds, involves funds subject to a hold or legal process, or otherwise violates this Agreement or applicable law. Termination does not affect obligations incurred before termination. Termination of Digital Banking may also terminate access to related services, including but not limited to Bill Pay, Alerts, wire transfers and SavvyMoney, as applicable, but does not close your accounts or terminate your other agreements with us. Any provisions of this Agreement that by their nature are intended to survive termination, including those relating to liability and indemnification, will remain in effect. If we end your access, we may cancel scheduled payments and transfers and will notify you as required by law.

C-16. Governing Law; Disputes

This Agreement is governed by federal law and, to the extent not preempted by federal law, the laws of the State of California, without regard to conflict-of-laws rules. Wire transfers are also governed by the law described in Section C-5.5.

In the event of a dispute arising out of or relating to the Services or this Agreement, you and we agree that the dispute will be resolved in accordance with the arbitration agreement contained in the Credit Union’s Membership and Account Agreement, which is incorporated into this Agreement by reference, to the extent applicable and enforceable under applicable law. If any part of this Agreement is found to be invalid or unenforceable, the remaining parts will remain in effect.

Disputes concerning the Bill Pay Service are also subject to the dispute resolution provisions of the Bill Pay Terms of Service.

C-17. General Provisions for Consumer Accounts

C-17.1 Recording. We may monitor and record telephone calls, text messages, chat sessions, email, or messages sent through Digital Banking for quality, security, record-keeping and other lawful purposes. By continuing to use the Services,

you consent to such monitoring and recording. Please refer to our Privacy Notice and other privacy policies for more information about how we collect, use, and share your personal information.

C-17.2 Assignment. You may not assign this Agreement. We may assign this Agreement or delegate any of our duties to an affiliate or a Service Provider.

C-17.3 No Waiver. We do not waive any right by delaying or failing to exercise it, and any waiver must be in writing.

C-17.4 Headings. Headings are for convenience only and do not affect the meaning of this Agreement.

C-17.5 Entire Agreement. This Agreement, together with the documents referred to in Section G-3, is the complete agreement between you and us about the Services and replaces any earlier online banking, bill pay, or mobile banking agreement. If a statement by any employee conflicts with this Agreement, this Agreement controls.

C-17.6 Survival. Any provisions of this Agreement that by their nature are intended to survive termination, including Sections C-8, C-11, C-12, and C-16, and the provisions of the Bill Pay Terms of Service that state they survive, will remain in effect after termination of this Agreement.

PART B – BUSINESS TERMS (BUSINESS ACCOUNTS ONLY)

B-1. Scope and Acceptance

Part B applies only to Business Accounts. In Part B, "Member," "you," and "your" mean the business member identified in the enrollment form or Acceptance, and not any individual Authorized User. Parts G and B, together and any Acceptance or schedule for a particular Service, form the agreement for the business. Part C and the Bill Pay Terms of Service do not apply to Business Accounts. Bill Pay and the SavvyMoney credit score service are not available for Business Accounts.

The Services for Business Accounts may include account access and information, transfers between Accounts, ACH transfers, wire transfers, Remote Deposit Capture, Alerts, Card Hub for business cards, and biometric login. Some Services require separate application, approval, and execution of an Acceptance or schedule. Member accepts this Agreement by signing an Acceptance, by enrolling in Digital Banking, or by using any Service. Member's continued use of the Services following any amendment to this Agreement constitutes acceptance of the Agreement as amended.

B-2. Additional Definitions for Business Accounts

- **"Business Account"** means a share, share draft, money market, certificate, or loan account with us that was established primarily for business, commercial, or agricultural purposes, including an account of a sole proprietor established for business purposes. An account established primarily for personal, family, or household purposes is not a Business Account, even if it is used occasionally for business.
- **"Account"** means a Business Account of Member that is eligible for, and designated for, access through the Services.
- **"Acceptance"** means the Credit Union's form by which Member accepts this Agreement, designates its Primary Administrator, and enrolls in particular Services.
- **"Authorized User"** means each individual Member permits to use the Services on Member's behalf, including the Primary Administrator.
- **"Business Day"** means Monday through Friday, excluding federal holidays and any other day on which the Credit Union's offices are closed.
- **"Communication"** means any instruction, Payment Order, Entry, file, transfer request, authorization, information request, or other communication delivered to us through the Services or otherwise in connection with a Service.
- **"Device"** means any computer, mobile device, scanner, or other equipment, together with software and internet or wireless connections, used to access the Services.
- **"Entry"** has the meaning given in the Nacha Rules.
- **"Fee Schedule"** means our current business fee schedule, together with any pricing for a particular Service stated in an Acceptance or schedule.
- **"Nacha Rules"** means the Nacha Operating Rules and Guidelines, as amended from time to time.
- **"Payment Order"** has the meaning given in Article 4A of the Uniform Commercial Code as adopted in California (Division 11 of the California Commercial Code) ("UCC 4A").
- **"Primary Administrator"** means the Authorized User Member designates under Section B-5 to administer Member's use of the Services.
- **"Security Procedure"** means the security procedure described in Section B-9.
- **"Service Provider"** means any company we engage, and its affiliates, to provide all or part of a Service on our behalf.
- **"Settlement Account"** means the Account Member designates for settlement of ACH Entries, wire transfers, or other Services.
- **"Supporting Documents"** means user guides, procedures, forms, schedules, and other documentation we provide in connection with the Services.

B-3. Supplemental Documents; Consumer Protections Do Not Apply

The Acceptance, the schedules for particular Services, the Supporting Documents, and are incorporated into Part B, and Section G-3 governs any conflict. Member may be required to accept terms of a Service Provider or other third party to use certain features; those terms do not reduce the Credit Union's obligations under this Agreement.

The Services described in Part B are intended for business purposes. The Electronic Fund Transfer Act and Regulation E do not apply to transfers to or from Business Accounts, and the consumer protections described in Part C do not apply to Member.

B-4. Eligibility, Enrollment and Certification

B-4.1 Enrollment. To enroll, Member must hold at least one Business Account, agree to this Agreement, complete our enrollment process, and provide the forms, resolutions, beneficial ownership information, and other documents we require. We may require Member to acknowledge Acceptance. Our approval is required for each Service, and we may decline any request in our discretion.

B-4.2 Certification. Member certifies that it is duly organized, validly existing, and in good standing (or, if a sole proprietor, is an individual at least 18 years old operating a business); that this Agreement has been duly authorized in accordance with applicable law and Member's governing documents; that no further approval is required; and that this Agreement is Member's valid and binding obligation. Member agrees to use the Services only for business or commercial purposes and not for personal, family, or household purposes.

B-4.3 Software License. To the extent a Service involves software, we grant Member a non-exclusive, non-transferable license to use it solely to access the Services for Member's own business operations, in accordance with this Agreement. Member may not make the Services available in a service bureau or time-sharing arrangement, or otherwise allow use of the Services by or for the benefit of any third party, except as permitted under Section B-26.

B-5. Primary Administrator and Authorized Users

B-5.1 Designation. Member shall designate one or more Authorized Users and one Primary Administrator. The Primary Administrator is an Authorized User who may act as an Authorized User with the power to make and sign all agreements and deliver all documents in connection with the Services on behalf of the Member, determine which features of the Service will be available to the Member and Authorized Users, impose limitations on the Member's and Authorized User's use of the Service, designate and remove other Authorized Users, define the roles and permissions of other Authorized Users, and delegate his or her authority to another Authorized User. Unless you otherwise specify, we may deem the Member's authorized representative who initially requested to use the Service or a feature thereof as a Primary Administrator. Except as otherwise agreed by the Credit Union or as set forth in the settings applicable to your use of the Account or Service, your Primary Administrator and the Authorized User(s), will have access to any Account designated for use with the Services, even if the Account Agreement does not name such a person as an authorized signer or user of the Account. We do not control access by any of your Authorized User(s) or Primary Administrators to any Service except as expressly set forth in this Agreement. You agree to require your Primary Administrator and any Authorized User(s) to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully and solely responsible for the failure of your Primary Administrator or any Authorized User(s) to comply with this Agreement. You are responsible for any payment, transfer, and other Services and charges initiated or incurred by your Primary Administrator and any Authorized User(s), whether or not actually authorized by the Member, subject to Sections B-9 and B-10. The Credit Union reserves the right to require the Primary Administrator to be an authorized signer on the Account(s). Notwithstanding the foregoing, you understand that the Primary Administrator and each Authorized User may utilize the Services without regard to any restrictions otherwise applicable to an Account, or whether such Authorized User is an authorized signer on an Account.

B-5.2 Reliance. Member represents and warrants that we may rely on the authority of each Authorized User for all purposes in connection with the Services, even if the Authorized User is not a signer on an Account, until we receive written notice of a change from the Primary Administrator or an authorized officer of Member and have had a reasonable opportunity to act on it.

B-6. User IDs and Soft Tokens

B-6.1 User IDs. Upon enrollment, each Authorized User may be permitted to create a username, password, and/or other secure token for use to access the Service ("User ID"). We own the User IDs and any other access code or security

device issued or provided in connection with the Services, and you may not transfer or permit their use to any unauthorized person or entity. Whenever you have reason to believe a User ID has been compromised, lost, stolen, or used without authorization, you must notify us immediately. If any Authorized User is no longer authorized to act on your behalf, or you otherwise revoke or change the authority of any Authorized User to access or use the Services, you must promptly notify us and immediately disable or revoke their access, to the extent you have the ability to do so. You remain fully responsible for all access to and use of the Services, including transactions initiated using the Authorized User's User ID, occurring before you notify us of the revocation or compromise of any User ID and we have had a reasonable opportunity to act upon your notice. You must discontinue use of the User IDs and any other applicable security device upon our request and upon termination of this Agreement.

B-6.2 Soft Tokens. User IDs may include the use of a soft token. A "Soft Token" is a software-based security token that generates a single-use PIN or passcode that you must enter, together with a User ID and password, to log into the Online Services or initiate a transaction on Member's Account. The Credit Union recommends that the Member and each Primary Administrator and Authorized User utilizes Soft Tokens for security control. To use Soft Tokens, you will be required to download and activate the SecurID mobile application ("Soft Token App") to an eligible Device. You may be required to agree to the terms and conditions of the Soft Token App to use Soft Tokens. Please follow the instructions in the Soft Token App to activate your Soft Tokens. Mobile carrier rates may apply for downloading and using the Soft Token App. You are responsible for keeping secure any Device on which the Soft Token App is installed. You must notify us immediately if you believe that your Device, Soft Token App or any Soft Tokens or means of access to Soft Tokens has been stolen, compromised, or accessed by any unauthorized person. You acknowledge and agree that Soft Tokens and the Soft Token App are provided by a third party. We do not represent or warrant that the Soft Token service or Soft Token App will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic services that we may offer from time to time. Except as provided in Sections B-9 and B-10, we are not liable for any loss you incur in connection with the use or attempted use of the Soft Token service. You shall indemnify us from all loss and damage which we may incur in connection with any improper use of the Soft Token service. Use of the Soft Token service is prohibited for any person who is not an Authorized User.

By using the Soft Token service, the Member agrees that the Credit Union may treat and consider as valid and binding on the Member any instruction given, or agreement made with the Credit Union, which is authenticated through the Soft Token service without the Credit Union making any further inquiry as to the authority or identity of the person making or purporting to give such instructions or to make such agreement or their authenticity to the extent provided in Section B-10. The Member acknowledges that the Credit Union may still require the Member to authenticate a transaction by the User ID, password and/or another form of authentication even though the Member has authenticated the same by the Soft Token. The Credit Union shall be entitled, at any time with or without immediate or prior notice, to suspend or terminate the use by Member or any Authorized User of the Soft Tokens or Soft Token App, and without any liability, at the Credit Union's sole discretion, in such circumstance as the Credit Union may solely see fit, including, but not limited to, for the protection of the Member or Accounts, or if the Credit Union has reason to believe that a Soft Token, Soft Token App, or Device is not secure, or the Member's Account has been closed.

B-6.3 Safeguarding User IDs. You accept as your sole responsibility the selection, use, protection and maintenance of, confidentiality of, and access to, the User IDs. You agree to take reasonable precautions to safeguard the User IDs and keep them confidential. You agree not to reveal the User IDs to any unauthorized person. You acknowledge that we will never ask you for a password and that our employees do not need the passwords for any reason. You acknowledge and agree that you must not store your password where it may be accessed by others, must log off the Services when you are finished using them, must not leave your computer or other Device unattended while logged on to the Services, must maintain current antivirus and other security software, as applicable, should register your frequently used computer or other Device if this function is available, must safeguard your secure token if you are using this security feature, must review and reconcile account activity on a regular, timely basis, and you should access our website directly and never click on a link in an email or otherwise that may be disguised as being from the Credit Union.

B-7. Additional Device Requirements

Member must provide, at its own expense, each Device, all software, and internet connections necessary to access the Services, and an email address. Each Device must support current encryption standards (at least TLS 1.2). You are responsible for the installation, maintenance, and operation of the Device, and all related charges. We are not responsible for any errors or failures caused by any malfunction of the Device. We are also not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet, network carrier or other service provider providing your connection to the Internet or any browser software. The

Service may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all computing Devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, including data outages or "out of range" issues. We are not responsible for any loss, damage or injury resulting from the disconnection, defect, or malfunction of your cellular service or Device. Further, we are not responsible for the cost of upgrading your equipment to stay current with the Service. You are responsible for understanding the operation and maintenance of your Device. You are responsible for managing the installation and removal of the App, and any other software through which the Service is accessed on any Device. You agree to use Devices that are compatible with the Credit Union's programs, systems and equipment, which the Credit Union may change from time to time. The Credit Union assumes no responsibility for the defects or incompatibility of any Device the Member uses in connection with the Services, even if the Credit Union has previously approved their use. Warranties are disclaimed as provided in Section B-22. Member agrees to notify the Credit Union promptly if any Device or software the Credit Union provides to the Member becomes defective. The Credit Union's sole responsibility (if any) in such instances will be to use commercially reasonable efforts to arrange for the repair, replacement, or resolution of any defective Device or software that the Credit Union provided. If you use a Device to access the Service through a Platform or Mobile Application provided by us or a Service Provider, you may be required to comply with additional Device, operating system, and connection requirements.

Access from outside the United States. We make no representation that the Services are available or secure when accessed from outside the United States, and any such access is at Member's risk.

B-8. Account Designation; Account Information

B-8.1 Account Designation. We may permit or require you to link certain Accounts to the Service for use and access in connection with the Service. You must designate a deposit Account you maintain with us (the "Primary Account") for use with the Services. The Primary Account, any Settlement Account, and every other Account used with the Services must be a Business Account. Consumer Accounts may not be linked to Member's business profile. In the event that we enable you to link multiple Accounts to the Service, we may require you to designate a Primary Account for a particular feature of the Service. If your Primary Account is closed for any reason, or if it is no longer designated for use with the Services, your access to and use of the Services and this Agreement will be terminated unless another Primary Account satisfactory to the Credit Union is designated. You may also designate any of your other checking, savings, money market deposit, certificate of deposit or loan Accounts you maintain with us for use with the Services with our approval. We reserve the right to deny any Primary Account designation in our sole discretion.

B-8.2 Account Information. You can obtain balance and other Account information through the Services. Since certain information and transactions may not be processed by the Credit Union until after the close of the Credit Union's Business Day, or otherwise in real time, some transactions may not be reflected in the online services system in real time. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances may not be available for immediate withdrawal. While the Credit Union endeavors to provide complete and accurate information, the Credit Union is not responsible for losses arising from incomplete, delayed, or inaccurate information provided through the Services unless caused by its failure to exercise ordinary care. Member's periodic statement is the official record of its Accounts, and Member is responsible for promptly reviewing its statements and notifying the Credit Union of any errors, discrepancies, or unauthorized transactions.

B-8.3 Loan Accounts. The Credit Union may permit transfers from or payments to Member's business loan Accounts through the Services, subject to the terms of the applicable loan documents.

B-9. Security Procedures

B-9.1 Security Procedure. We have established security procedures for your access to the systems we use to provide the Service ("Security Procedure"). The Security Procedure includes, but is not limited to, the use of User IDs, codes, encryption, passwords, dual control, multifactor authentication, callbacks, security questions, and other security devices, systems and other means for us to identify you and any device you use to access the Service, your training of your authorized employees (if applicable) on the use of the Service, your supervision and monitoring of the use of the Service by your employees and representatives (if applicable), your commercially sound and accepted practices for ensuring the safekeeping of your Account(s), the system, and your access credentials, and any additional procedure we may offer or require from time to time. The Security Procedure may also include other communications and means of communicating relating to a Service, including, without limitation, any payment instruction or authorization, transaction request, information request, Entry, notification and authorization (each a "Communication"). If the Credit Union takes any action

not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. The Security Procedure is intended to provide security against unauthorized access to our systems and your Account(s). We reserve the right to revise or amend the Security Procedure from time to time. You may be denied access to the Services if you fail to comply with any of the Security Procedures.

You acknowledge and agree that the Security Procedure identifies and authenticates you (including your Primary Administrator and Authorized Users) when you access or use the Services. You authorize us to rely on this Security Procedure to identify you when you access or use any of the Services, and as signature authorization for any communications or instructions received, as provided in Section B-10. Member understands and agrees that the Credit Union will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers.

The Credit Union may offer the Member use of additional authentication tools or methods from time to time (for example, challenge questions and phrases). If the Member chooses not to implement supplemental authentication tools, the Member's access to some or all of the Services may be limited, and such election is at Member's own risk. The Credit Union may require additional authentication procedures as a condition of providing or continuing any Service.

B-9.2 Commercial Reasonableness. Before using a Service, Member will review the Security Procedure and the alternatives we offer and determine whether the Security Procedure is a commercially reasonable method of verifying that a Communication is Member's, considering the size, type, and frequency of Communications Member normally makes or expects to make. By using a Service, Member agrees that the Security Procedure, including any procedure Member selects in place of one we recommend, is commercially reasonable for Member. If Member declines a Security Procedure recommended by the Credit Union and instead selects an alternative procedure offered or accepted by the Credit Union, Member agrees that the selected procedure is commercially reasonable for Member’s needs. If Member believes the Security Procedure is not commercially reasonable for its needs, Member must notify us and stop using the affected Service. Additional procedures we add from time to time become part of the Security Procedure, and Member's continued use of the Service after notice of the change confirms Member’s acceptance of the revised Security Procedure, and acknowledgment of its commercial reasonableness.

B-9.3 Dual Control. The Credit Union recommends that the Member utilize dual control for security control, to the extent practicable. Use of dual control will require two separate Authorized Users to initiate and approve certain transactions and actions made using the Service. Member's use of the Service may require dual control by default, unless the Member's Primary Administrator opts out of this feature. Member understands that if it opts out of dual control, it must use other Security Procedures, and the Member may have less protection against unauthorized transactions and activity. The other Security Procedures selected by the Member will be deemed commercially reasonable by the Member, to the same extent as if the Member had used dual control and any other Security Procedures offered by the Credit Union, and the Member will indemnify and hold the Credit Union harmless from and against all losses and liabilities arising from the Member's use of alternative Security Procedures other than those recommended by the Credit Union.

B-9.4 Member's Security Obligations. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Service. The use of the Service on a public network is strongly discouraged. You also agree that the Device you are using to access the Service is protected from and free of viruses, worms, Trojan horses, or other similar components (collectively referred to as "Viruses"), which could result in damage to programs, files, and/or Device or could result in information being intercepted by a third party. You agree not to leave your Device unattended while logged into the Service and to log off immediately after the completion of each access. We encourage utilizing a device software locking feature if it is available on your Device. You agree not to provide your User ID or any other Access Device to any unauthorized person. If you permit other people to use your Device, User ID, user name, password, or other access credentials or means to access the Service, you are responsible for any transactions they authorize. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that the Services are available or secure when accessed outside of the United States. Access to the Services from locations outside of the United States is at your own risk. We do not guarantee the security of any Device, network, or third-party system used to access the Services, regardless of location. We reserve the right to restrict or prohibit access to the Services from outside the United States at any time.

B-9.5 Notice of Breach. Member must contact us immediately at 209-572-3600 if it believes any Device, User ID, Soft Token, password, or other credential has been lost, stolen, or compromised, or that a Communication was made without its authority, and must confirm the notice in writing. Member must immediately deactivate any compromised User ID or

Device. Member is responsible for Communications made using a compromised credential before we receive Member's notice and have had a reasonable opportunity to act on it.

B-10. Communications and Instructions

B-10.1 Binding Communications. A Communication received by us in Member's name is effective as Member's Communication, and Member is bound by it, if (a) it was in fact authorized by Member, delivered by an Authorized User, or Member is otherwise bound under the law of agency; or (b) to the extent permitted by applicable law, we verified its authenticity in compliance with the Security Procedure and accepted it in good faith, whether or not Member actually authorized it. For Payment Orders governed by UCC Article 4A, this Section is subject to the requirements of UCC 4A-202 and 4A-203.

B-10.2 Errors in Communications. The Security Procedure is designed to verify authenticity, not to detect errors in the content or transmission of a Communication, including discrepancies between account names and numbers, or duplicate Communications. Member is responsible for the accuracy of its Communications. If a Communication contains an error that Member did not detect, Member is bound by the Communication as received, except as otherwise provided by applicable law, including UCC 4A-205 for erroneous Payment Orders.

B-10.3 Incomplete Communications; Delay or Refusal. We may act on an incomplete Communication if, in our reasonable judgment, it contains sufficient information. We may delay or refuse to process any Communication, with notice to Member where practicable, including if: (A) processing would exceed available funds or an applicable limit; (B) the Communication is not authenticated to our satisfaction or we believe it may not be authorized; (C) it contains incorrect, inconsistent, ambiguous, or missing information; (D) the funds are subject to a lien, hold, dispute, or legal process; (E) processing could violate applicable law, the Nacha Rules, or our risk-management policies; (F) the Account or Services have been suspended, restricted, or terminated; (G) a system, network, or third-party service failure prevents or interferes with processing; or (H) as otherwise provided in this Agreement. We are not liable for any delay or refusal made in accordance with this Section.

B-10.4 Cancellation and Amendment. We have no obligation to cancel or amend a Communication after we receive it. If Member asks us to do so, we may use reasonable efforts to assist, but we are not liable if we cannot. Member agrees to reimburse us for costs we reasonably incur in assisting Member.

B-11. Electronic Communications, Notices and Recording

B-11.1 Electronic Delivery. Member agrees that we may provide this Agreement, amendments, statements, notices, confirmations, and other communications electronically by posting them in Digital Banking, sending them through the secure message center, or emailing them to the email address in our records, subject to applicable law and any separate electronic disclosure and consent agreement. Member agrees to access Digital Banking at least monthly to review notices and information we make available.

B-11.2 Notices to the Credit Union. Except as otherwise provided in this Agreement, all notices from Member to the Credit Union must be in writing and addressed to Mocse Credit Union, 3600 Coffee Road, Modesto, CA 95355, or to another address we specify in writing.

B-11.3 Notices to Member. Notices and communications to the Member by the Credit Union, including but not limited to amendments, statements, notices and other account information, may be mailed or sent to the Member electronically, or in the method required by Applicable Law, at the email or mailing address shown for the Member in the Credit Union's records or made available through the online system. The Member agrees to provide the Credit Union with the Member's current email address, and to notify the Credit Union immediately when the Member changes its email address. Any notice or communication sent by the Credit Union to the Member will be effective when sent by the Credit Union, or as otherwise stated in the notice or communication. The Member agrees that the Credit Union may consider any notice given to the Primary Administrator as given to Member and all persons entitled to it. The Member further acknowledges and agrees that certain notices and communications may be provided to the Member by telephone (including mobile phone), facsimile or electronic transmission at the telephone number, mobile phone number, facsimile number or other location or number as shown in the Credit Union's records. Any notice, instruction, Communication or other communication sent by the Member to the Credit Union will be effective when the Credit Union has actually received and has had a reasonable time to act on the notice, instruction, Communication or other communication. The Credit Union may rely on all notices, instructions, Communications and other communications sent to the Credit Union via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, the Credit Union is entitled to rely on any notice, instruction,

Communication or other communication believed by the Credit Union in good faith to be genuine or to have been signed or authorized by a Primary Administrator or other authorized representative of the Member.

B-11.4 Recording. The Member authorizes the Credit Union (but the Credit Union is not obligated) to record electronically and retain telephone conversations and electronic communications, including secure messages, emails and chat communications, between the Member (including its purported Authorized Users and representatives) and the Credit Union. Accordingly, the Member agrees on behalf of itself, its employees, and agents that the Credit Union may monitor, record, and retain the Member's telephone and electronic communications in connection with the Services at any time, without further notice, except where notice or consent is required by applicable law. The Credit Union and the Member hereby agree that the Credit Union may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement, and the Member hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.

Calls and text messages to Member and its Authorized Users are governed by Section G-6.

B-12. Mobile Deposit (Remote Deposit Capture)

B-12.1 Description. Mobile Deposit (remote deposit capture, or "RDC") allows Member to make check deposits to their Business Accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to the Credit Union. Members may use RDC through our Digital Banking app on an eligible mobile device with a camera. The following terms and conditions apply to RDC.

a. We reserve the right to require application before making RDC services available.

b. We will not be responsible for any technical difficulties you experience attempting to use RDC. You are responsible for the devices and Internet connection you use. Once a deposit is successfully transmitted through RDC, you will receive a notice of deposit status by an “In Application” message. Some deposits may require additional review once accepted.

c. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark “void” or shred or otherwise properly destroy the original item within 90 days after the deposit is accepted, to avoid the item being deposited or presented again. You agree to defend, indemnify and hold the Credit Union harmless from any claims, damages, losses, liability or expenses to which we may become subject as a result of an item you deposited via RDC being presented for duplicate payment.

d. Only the following items may be deposited by RDC: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on the U.S. Treasury or U.S. state or local governments. Checks must be payable to Member and endorsed by Member, with any restrictive endorsement we require (such as "For Mobile Deposit Only at Mocse Credit Union"), for deposit to Member's Business Account. You agree not to attempt to use RDC to deposit checks with any of the following characteristics:

- The check is not payable to you
- There is any apparent alteration to the front of the check
- You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- The check is payable in currency other than U.S. dollars
- The check has previously been converted to a substitute check
- The check is remotely created
- The issue date is more than six months prior to the attempted deposit date or beyond the valid date printed on the check
- The check is post-dated
- You have reason to believe the check will not be paid by the institution on which it is drawn
- Money orders
- Savings bonds

The check image transmitted via RDC must be legible and compliant with requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve or any other agency or clearinghouse.

e. We may discontinue RDC or change the terms of RDC at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.

f. We may at our sole discretion refuse to accept any item presented for deposit via RDC. We will notify you if we do this. We will have no liability to you for declining to accept items presented for deposit via RDC.

g. Funds from any check deposited via RDC will be available to you after final collection from the institution on which it is drawn. We make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with the Credit Union, your collected account balances, and Member's creditworthiness. Our making funds available is not a guarantee that a remotely deposited check will be paid. If a remotely deposited check is lawfully returned, the amount of the check plus the Returned Deposit Item fee shown on the Fee Schedule will be deducted from your account. If the deduction results in a negative balance, you are responsible for restoring the negative balance upon our request. If you do not, our Right of Offset and right to recover Collection Costs will apply.

h. You agree to notify us of any errors with respect to any RDC deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. Except as otherwise required by applicable law, we will not be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear.

i. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. The Credit Union and our third party providers of RDC Services retain all ownership and proprietary rights in the Services, associated content, technology and websites.

j. Member agrees and warrants that (1) you will use RDC only to transmit eligible checks, (2) check images will meet quality standards, (3) you will not use RDC to transmit duplicate items, (4) you will not deposit or re-present the original item once it has been submitted for deposit via RDC, (5) all information you provide to us is accurate and correct, and (6) you will comply with these terms and conditions, all agreements you have with the Credit Union, and applicable laws, rules and regulations.

Funds deposited through Mobile Deposit may be subject to a different availability schedule than the Credit Union’s general Funds Availability Policy. The first $500 of your Mobile Deposits will generally be available on the same business day as your deposit, and the remaining funds, up to the applicable daily deposit limit, will generally be available on the second business day after the day of deposit. The Credit Union reserves the right to delay the availability of funds from any Mobile Deposit or change the availability schedule at any time, subject to applicable law and any required notice.

B-12.2 Deposit Limits and Exposure. We may establish daily and multi-day dollar and item limits for RDC deposits and may change them at any time based on our risk assessment. Deposits that exceed a limit may be rejected or held for review.

B-12.3 Retention and Security of Original Checks. Member will store original checks securely, with access limited to Authorized Users, until they are destroyed as provided in item (c), and will produce an original or a sufficient copy on our request during that period.

B-12.4 Warranties and Indemnity. Member makes to us all warranties we make, or are deemed to make, under Regulation CC, the Uniform Commercial Code, and any clearinghouse or image-exchange rule with respect to each item Member deposits through RDC and will indemnify us as provided in Section B-24 for any loss arising from a breach of those warranties.

B-13. Transfers

Authorized Users may transfer funds between Member's Accounts through the Services, subject to available funds, the limits may vary based on your account history, the services you use, and other factors. Transfers requested after our posted cutoff time or on a day that is not a Business Day will be processed on the next Business Day. Transfers to accounts of other persons, including accounts of Member's owners or affiliates, may only be made through the ACH or wire Services.

B-14. ACH Transfers

Through Digital Banking you may:

- Transfer funds between your Credit Union account and your own verified accounts at other institutions ("external transfers").
- Schedule one-time or recurring ACH payments.

Item	Standard ACH
Cutoff time	6:00 p.m. Pacific Time on a Business Day
Typical delivery	1–3 Business Days

Requests received after the cutoff time or on a day that is not a Business Day are treated as received on the next Business Day. For security reasons, we may set lower limits for your Account and may change limits as described in Section B-27.

We may place a hold on, or delay availability of, incoming external transfers as described in our Funds Availability Policy.

Limits. Your transfer limits are determined based on your account history, the Services you use, and additional information. Your ACH transfer limits are displayed at the time you access the service to place a request.

Authorization. By scheduling an ACH transfer, you authorize us to debit or credit the accounts you name, and to reverse any entry made in error, as permitted by the Nacha Operating Rules. When you give a third party your account information to debit your account, you authorize that party to originate the debit, and we may pay it.

Insufficient funds and returns. If your account does not have enough available funds on the scheduled date, we may decline the transfer, pay it and create an overdraft, or try again. Fees may apply. If a transfer is returned by the other institution, we will credit or debit your account accordingly.

Provisional payment. Credit for an ACH entry is provisional until we receive final settlement. If we do not, we may reverse the credit and you will owe us the amount. We are not required to send you a separate notice when we receive an ACH credit, except as required by applicable law. ACH credits will appear on your periodic statement.

Canceling a scheduled transfer. You may cancel the scheduled transfer by 6:00 pm PT the day before it is scheduled to process.

B-15. Wire Transfer Services

B-15.1 Payment Orders. If approved for wire transfer services, Member may submit Payment Orders through Digital Banking for domestic wire transfers and, if approved, international wire transfers. A Payment Order is not accepted until we execute it. Member must provide accurate beneficiary information, including name, address, account number, and the routing number (ABA) of the beneficiary's bank.

B-15.2 Reliance on Identifying Numbers. If a Payment Order identifies the beneficiary or any bank by both name and account number, we and any receiving or intermediary bank may rely on the number alone, even if it identifies a different person or bank, as permitted by UCC 4A-207 and 4A-208. Member may lose the funds if the number is wrong.

B-15.3 Cutoff Times, Limits and Fees.

Item	Domestic wires
Cutoff time	2:00 p.m. Pacific Time on a Business Day
Fee	See Fee Schedule

Payment Orders received after the cutoff time or on a day that is not a Business Day will be treated as received on the next Business Day. We may change limits at any time for security reasons. Intermediary and beneficiary banks may deduct their own fees, which we do not control.

B-15.4 Security Procedure for Wires. Wire Payment Orders are subject to the Security Procedure, which may include dual control, one-time passcodes, and a callback to a person and telephone number Member designates. We may delay execution until verification is complete.

B-15.5 Funds; Execution. Member must have sufficient collected funds in the designated Account to cover each Payment Order and its fee when we execute it, and we may debit the Account at that time. We are not required to execute a Payment Order that would overdraw an Account. We may select the funds-transfer system and any intermediary bank.

B-15.6 Cancellation and Amendment. Member has no right to cancel or amend a Payment Order after we receive it. We will make reasonable efforts to act on a cancellation or amendment request received before execution, and Member agrees to pay any related costs. A Fedwire transfer is generally final once sent.

B-15.7 Our Liability. Our liability for a wire transfer is limited to the remedies provided in UCC Article 4A, including refunds, fees, interest, and other amounts recoverable under Article 4A, as applicable. Except as required by UCC 4A, we are not liable for indirect, special, or consequential damages, even if advised of their possibility. We are not responsible for the acts or omissions of the Federal Reserve, intermediary banks, or the beneficiary's bank, except to the extent required by applicable law.

B-15.8 Governing Rules. Wire transfers are governed by UCC 4A, Federal Reserve Regulation J and the Fedwire operating circulars for Fedwire transfers, applicable funds-transfer system rules, and this Agreement.

B-16. Fees, Taxes, Fines and Penalties

B-16.1 Fees. The Member agrees to pay the Credit Union the fees prescribed in the Credit Union's current fee schedules for each of the Services, a copy of which is available upon request (each a "Fee Schedule"). Unless other arrangements are made for payment of such fees, the Credit Union will automatically debit any Account maintained by the Member with the Credit Union in the amount of such fees. The Credit Union does not in any way extend credit to the Member under this Agreement. The Credit Union may amend the Service pricing from time to time. We will give Member notice of fee changes as provided in Section B-27. Special or additional Services performed at the Member's request will be subject to additional terms and fees. In addition to the fees for the Services, the Member agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and any software, Device, or equipment made available to the Member (excluding any income tax payable by the Credit Union).

B-16.2 Taxes and Third-Party Charges. The Member is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If the Member is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest, or other amounts, on account of tax or other governmental charges, the Member shall make the required deduction or withholding and remit the amount to the appropriate governmental authority, and shall pay the Credit Union such additional amount as may be necessary to ensure the Credit Union receives an amount equal to the amount it would have received had no such deduction or withholding been made, except as otherwise prohibited by applicable law.

B-16.3 Fines and Penalties. The Member will reimburse the Credit Union for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on or assessed against the Credit Union by any Federal Reserve Bank, Nacha, any network operator, any state or federal regulatory agency or other US or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over transactions facilitated using the Services, when the fine, penalty or other expense is caused by or related to the Member's data, instructions, transactions, or use of the Services, including any violation of applicable payment system rules or Applicable Law by the Member. Such amounts shall be immediately due and payable by the Member.

B-17. Sufficient Funds and Credit Review

B-17.1 Sufficient Funds. Member agrees to maintain sufficient available funds (as determined under the Credit Union's funds availability policy) in the Member's Accounts accessible via the Services to cover all transactions requested through the Service and applicable fees, or such higher amounts as the Credit Union may specify from time to time. The Member acknowledges that the Credit Union does not control intermediary banks or other third parties, including intermediary banks chosen by the Credit Union, and that the Credit Union does not control whether intermediary banks deduct fees as part of the processing of transfer requests. Member agrees that the Member's funds may be held by the Credit Union for a period of time during the term of a Service and following termination of the Services, to protect the Credit Union against any possible losses relating to the use by the Member of the Services. If the Credit Union does hold funds, it may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in accordance with the applicable deposit account terms and conditions. The Credit Union may, to the extent not prohibited by applicable law, in its sole discretion, allow overdrafts, over limits or negative balances, and the Credit Union also may determine whether an overdraft has occurred based on the Member's available balance as provided in the applicable Additional Agreements. The Credit Union may also discontinue the practice at any time with or without prior notice to the Member. If the Member does not have sufficient or available funds or credit in the Member's account for which a particular transaction was requested, the Credit Union may charge any account of the Member's held at the Credit Union to cover the cost of the transaction, as well as any corresponding fees, to the extent not prohibited by applicable law. Alternatively, and in the Credit Union's sole discretion, the Credit Union may permit overdrafts of the Member's Accounts held at the Credit Union, and the Member may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), to the extent not prohibited by applicable law, and Member agrees to immediately pay

the Credit Union the amount of any overdraft and applicable fee(s). The Member's obligation to pay the Credit Union remains immediately due and payable, notwithstanding that the Credit Union or the Member may have a claim against a third party arising from the transaction, except as otherwise required by applicable law. Nothing in the Agreement shall be construed as the Credit Union's commitment or obligation to lend the Member money.

B-17.2 Credit Review. The Credit Union, in its sole discretion, may, and the Member hereby authorizes the Credit Union to, perform credit reviews of the Member in accordance with the Credit Union's credit criteria. The Member shall, upon the Credit Union's request, provide the Credit Union with any credit-related information and assistance as the Credit Union may require in performing any such review. Member agrees to provide the Credit Union with financial statements or other information regarding the Member's financial condition upon the Credit Union's request.

B-18. Representations and Warranties

Member represents and warrants to the Credit Union, and is deemed to repeat each representation and warranty on each day it uses the Services, that:

- it is duly organized, validly existing, and in good standing in every jurisdiction where required or, if Member is a sole proprietor, he or she is an individual of legal age operating a business, and in either case is obtaining and will use the Services solely for business purposes;
- it has full power and capacity to enter into and perform this Agreement, and its execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not (A) violate any applicable law, licensing requirement, or Member's governing documents, or (B) breach, constitute a default under, or require consent under any agreement binding on Member;
- each person signing the Acceptance or enrolling Member was authorized to do so, and each Communication has been given by an Authorized User or the Primary Administrator, as required;
- any approval required by any governmental or other authority in connection with this Agreement has been obtained and will be renewed as necessary;
- its use of the Services will comply with Applicable Law and the Nacha Rules; and
- this Agreement is its legal, valid, and binding obligation.

Member will notify the Credit Union in writing immediately upon becoming aware of any fact that causes, or with the passage of time would cause, any representation or warranty to be untrue, and will provide information or documentation the Credit Union reasonably requests to demonstrate compliance. The Credit Union is relying on these representations and warranties in providing the Services.

B-19. Confidentiality

Unless otherwise provided in the Agreement, all Supporting Documents and software provided pursuant to the Agreement constitute the Credit Union's, its contractors or vendors, or the Credit Union's agent's confidential information ("Confidential Information"). The Credit Union, its contractors or vendors, or the Credit Union's agent (as applicable) will remain the sole owner of all such Confidential Information, and the Member will not acquire any interest in or rights to the Confidential Information as a result of the Member's use of any Service except as set forth in this Agreement. The Member will maintain the confidentiality of the Confidential Information, and will not permit its employees or agents to, disclose, copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than the Member's employees who have a need to use the Confidential Information in connection with the applicable Service. The Member shall notify the Credit Union immediately if the Member knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information, and if the Member is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to the Credit Union as a result of such Unauthorized Use. In addition, the Member shall not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to the Agreement. The Member authorizes the transfer of any information relating to the Member to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of the Credit Union and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to the Member, consistent with the Credit Union's Privacy Notice and applicable law (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative

office, affiliate, contractor, vendor, or agent shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

B-20. Compliance with Law and Rules

The Member agrees to comply with all state and federal laws, rules and regulations, as may be amended from time to time, applicable to the Member and to their use of the Services including the operating rules of all systems and networks, as may be amended from time to time, used to provide Services to the Member ("Rules," and collectively, "Applicable Law"), and to promptly provide evidence reasonably satisfactory to the Credit Union of the same if requested by the Credit Union. Without limitation, the Member agrees and acknowledges that the Services may not be used by the Member in violation of, and must comply with, the Applicable Law and Rules, including but not limited to sanctions laws administered by the Office of Foreign Assets Control. The Member agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. The Member acknowledges and agrees that the software used to access the Services may be subject to restrictions and controls imposed by the Export Control Reform Act of 2018 and the Export Administration Regulations, and other applicable export control laws and regulations, as may be amended from time to time (collectively, "Acts"). The Member agrees and hereby certifies that neither the Software nor any product thereof or any Service is being or will be used by or on behalf of the Member for any purpose prohibited by these Acts. Nothing in the Agreement relieves the Member of any obligation the Member may have under the Applicable Law, Rules or Acts. If the Agreement is in conflict with the Applicable Laws, Rules or Acts, as may be amended from time to time, then the Agreement is deemed modified only to the extent necessary to allow or require the Member to comply with the Applicable Law, Rules and Acts. The Member will implement and maintain procedures, including retention of legal or compliance services, to ensure that the Member is able to comply with all current and future Applicable Law, Rules, and Acts, including any changes to them. The Credit Union is not obligated to provide information, updates or notice of or regarding the Applicable Law, Rules, or Acts even if the Credit Union is aware of the same and of the potential for material impact on Member's use of the Services, and the Member's indemnification and other obligations to the Credit Union are not relieved or reduced by the Credit Union's not providing the same to the Member. If the Credit Union does provide information, updates or notices of or regarding the Applicable Law, Rules or Acts to the Member, the Credit Union is not responsible for the accuracy of the same and may discontinue doing so at any time. In addition to any allowances provided to the Credit Union in any other agreement the Credit Union has with the Member, the Member agrees that the Credit Union may delay posting of an inbound credit to any of the Member's account(s) held at the Credit Union or delay the processing of an outbound transaction from the Member's account(s) held at the Credit Union, when the delay is due to a suspicion that the transaction may be in violation of Applicable Law, Rule or Act, or the transaction is otherwise under review by the Credit Union, subject to Applicable Law.

Bank Secrecy Act. Member will provide information we request about Member, its beneficial owners, the purpose of any transaction, its counterparties, or the source of funds, and we may decline or delay any transaction if Member does not provide it.

B-21. Reconciliation and Error Reporting

The Member will inspect all information made available by the Credit Union in connection with the Services. The Member agrees to promptly, by telephone and in writing, notify the Credit Union of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by the Credit Union. If the Member fails to promptly notify the Credit Union of any such error or discrepancy, in any case no more than 30 days after the date on which such information is made available to the Member, then the Member agrees that the Credit Union will not be liable for any losses resulting from the Member's failure to give such notice or any resulting loss of interest relating to any funds transfers. Without limiting the foregoing: (i) if the Member fails to notify the Credit Union of any such error or discrepancy within one year of the date on which such information is made available to the Member, then the Member shall be precluded from asserting such error or discrepancy against the Credit Union; and (ii) the Credit Union reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.

B-22. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW THAT CANNOT BE VARIED BY AGREEMENT, MEMBER'S USE OF THE SERVICES IS AT ITS SOLE RISK, AND THE SERVICES, SOFTWARE, DEVICES, AND EQUIPMENT WE PROVIDE ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE CREDIT UNION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY

OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE, MEET MEMBER'S PARTICULAR REQUIREMENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. THE CREDIT UNION DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, OR SECURITY OF ANY THIRD-PARTY SYSTEMS, NETWORKS, SOFTWARE, OR SERVICES USED IN CONNECTION WITH THE SERVICES. MEMBER ACKNOWLEDGES THAT THERE ARE SECURITY, TRANSMISSION-ERROR, AND AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICES AND ASSUMES THOSE RISKS, SUBJECT TO SECTIONS B-9 AND B-10 AND APPLICABLE LAW.

B-23. Limitation of Liability

The Credit Union's duties and responsibilities shall be limited to those set forth in this Agreement. Except to the extent otherwise required by law, in no event shall the Credit Union be liable for: (i) any punitive, indirect, consequential or special damages or lost profits, even if the Credit Union has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, vendor, processor, third-party servicer or vendor used by the Member or the Credit Union, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) the Member's negligence or breach of any agreement with the Credit Union; (iv) any loss, cost, expense, or damage to the Member in connection with any communication link, software, or any technical computer service, including software installation or de-installation performed by the Credit Union or the Member or any third party designated by the Credit Union or the Member, or the Member's or the Credit Union's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to the Credit Union; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in the Member's Account to complete a transaction; (viii) the Credit Union's inability to confirm to its satisfaction the authority of any person to act on the Member's behalf; (ix) the Member's failure to follow any applicable software manufacturer's recommendations or the Credit Union's Service instructions; (x) any Internet sites related to the Services or maintained or operated by the Credit Union or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, Trojan horse, worms, online or system failure, malware, ransomware, and unauthorized access or (xi) any claims of wrongful dishonor resulting from the Credit Union's acts or omissions under this Agreement, even if the Credit Union, or representatives thereof, are advised of the possibility of such damages, losses or expenses. There may be other exceptions to the Credit Union's liability, as stated in the Member's account or other service agreements with the Credit Union. The Credit Union will not be responsible for determining the compatibility of any Device or installed software with other system components or for any failure of any technical servicing or software installation to provide access to the particular Service which the technical servicing or software installation was intended to make available. Except as otherwise required by Applicable Law or expressly provided in this Agreement, the Credit Union's liability and the Member's remedy for actual costs and losses resulting directly from the Credit Union's failure to exercise ordinary care, whether the claim is in contract or tort, will not exceed the Service fees accrued by the Member during the three months immediately preceding the cost or loss. Any claim, action or proceeding by the Member to enforce the terms of the Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs, except as otherwise required by Applicable Law. The Member agrees to cooperate with the Credit Union in any loss recovery efforts the Credit Union undertakes to reduce any loss or liability that arises in connection with the Services. The Member acknowledges that Service fees have been established in contemplation of: (A) these limitations on the Credit Union's liability, (B) the Member's agreement to review statements, confirmations, and notices promptly and to notify the Credit Union immediately of any discrepancies or problems; and (C) the Member's agreement to assist the Credit Union in any loss recovery effort.

Notwithstanding the foregoing, nothing in this Agreement (a) limits the Credit Union's liability for its own gross negligence, willful misconduct, or fraud, or for any liability that cannot be limited under applicable law, including California Civil Code §1668; or (b) limits any obligation of the Credit Union under UCC 4A that cannot be varied by agreement, including the obligation to refund the amount of an unauthorized or unexecuted Payment Order with interest under UCC 4A-204, 4A-402, and 4A-305.

B-24. Indemnification

Member is responsible for the amount of each payment, transfer, Entry, or other Communication, including fees, for which it is bound under Section B-10. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to the access or use of the Services, including (i) the alteration of any item deposited through the Service, (ii) your

transmission of any data, information, or instructions, or any inaccuracy or inadequacy in such data, information or instructions, (iii) your breach of this Agreement or any warranty or failure to comply with its terms or any Applicable Law or Rules, (iv) any act or omission by you or any of your Primary Administrator, Authorized Users, employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all or any part of such funds, or that results in an inaccurate, incorrect, untimely, improper or failed transaction in connection with such funds, or the redeposit of any item processed for deposit through the Service, (v) any fine, penalty or sanction imposed on the Credit Union by Nacha, any clearing house, or any governmental entity, to the extent arising from Member's conduct, instructions, transactions, or failure to comply with Applicable Law or Rules; (vi) any act or omission of the Credit Union that is in accordance with the Agreement or instructions from the Member; and (vii) any breach of the warranties Member makes under Section B-12.4. Member's obligations under clauses (i) through (vii) do not apply to the extent a loss is caused by the Credit Union's failure to exercise ordinary care, gross negligence, fraud, its willful misconduct, or as otherwise required by Applicable Law. In addition, unless limited by Applicable Law or caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Credit Union, our officers, directors, employees, consultants, agents, service providers, and licensors from any and all third-party claims, liability, damages, expenses, and costs arising from (x) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation of intellectual property based on information, data, files or otherwise in connection with your use of the Service; (y) your violation of any law or rights of a third party; or (z) your use, or use by a third party, of the Service. The warranties and indemnifications described in this Agreement shall survive termination of this Agreement.

B-25. Force Majeure; Availability

B-25.1 Force Majeure. Notwithstanding any other provisions of the Agreement, the Credit Union shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in the Credit Union's control. The Credit Union will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by the Credit Union from you, another financial institution, or any other third party. In addition, the Credit Union shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in the Credit Union's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future FRB guidelines or in the Credit Union's otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. The Credit Union shall not be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, credit union services or taxation authority in accordance with which the Credit Union is required to act, as shall be determined in the Credit Union's sole discretion.

B-25.2 Availability. The Credit Union may cause a Service to be temporarily unavailable to the Member, either with or without prior notice, for site maintenance, security or other reasons, and the Member acknowledges that factors beyond the Credit Union's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to the Member. In such an event, the Member must make alternative arrangements for scheduled and other anticipated transactions, and the Member will be responsible for maintaining procedures and facilities to enable the Member to do so if any of the Services are unavailable to the Member. Upon notice from the Credit Union of a failure of any software, hardware or other equipment necessary for the Credit Union to perform in accordance with this Agreement, the Member will, as soon as reasonably possible, deliver to the Credit Union all data in the Member's possession or under its control which the Credit Union reasonably requests in order for the Credit Union to continue to provide the Service.

B-26. Third Parties

The Member acknowledges and agrees that the Credit Union may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including its affiliates. The Member further agrees that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it was the Credit Union, including, without limitation, the limitations on liability and the indemnities described in the Agreement; however, the Credit Union remains responsible to

Member for the Services as provided in this Agreement. The Credit Union's ability to provide certain Services may be dependent upon the Credit Union's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable, or the Credit Union determines in its sole discretion that the Credit Union cannot continue providing any third-party network access, the Credit Union may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, the Credit Union will have no liability for the unavailability or delay of access. Notwithstanding the limitations described above pertaining to third parties, if the Member authorizes a third party to access the Services on the Member's behalf, the Member will be solely responsible and liable for all actions and inactions of said third party. The Member expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. The Credit Union will not be responsible, nor have any liability whatsoever for any services the Member receives from the Member's agents or third-party vendors. The Credit Union reserves the right to require the Member to agree to additional terms and conditions as a condition precedent to the Member's use of any agent or third-party vendor in connection with the Member's access to the Services.

B-27. Amendments

We may amend this Agreement, any schedule or Acceptance, the Security Procedure, or the fees for any Service. We will give Member prior notice of any amendment that adversely affects Member, which notice may be given electronically in accordance with Applicable Law. We may make an amendment effective immediately, with notice as soon as practicable afterward, if it is necessary to comply with applicable law or the Nacha Rules or to protect the security of the Services, Member's Accounts, or the Credit Union, or to prevent or address suspected fraud or unauthorized activity. Member's continued use of a Service after an amendment takes effect constitutes acceptance of it.

B-28. Term and Termination

The term of the Agreement will commence upon full execution of the Agreement and will continue in full force and effect thereafter until terminated as follows: the Member may terminate some or all of the Services under the Agreement, with or without cause, and the Credit Union may terminate, suspend or restrict some or all of the Member's access to the Services under the Agreement, with or without cause, at any time immediately upon notice to the Member. Without limiting the foregoing, the Credit Union reserves the right to terminate the Member's access, with notice, to all or any part of the Services in the event the Member's use of a Service is inactive for a period of 365 days. Any termination will not affect any obligations arising prior to termination. Upon termination, the Credit Union may terminate the Member's access to the Services, and the Member will terminate its access to and use of the Services, except as otherwise authorized by the Credit Union. Termination will not affect the Credit Union’s right to process, reject, return, or complete transactions initiated before termination, subject to Applicable Law and the Rules. Within 30 days after termination of the Agreement or any applicable Service, the Member will, at its expense, promptly uninstall and remove all software provided for the terminated Services from its computers and return to the Credit Union any Software, hardware and equipment provided by the Credit Union for the Services, including the Supporting Documents, procedures, documentation and any materials relating to the Services in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from the Credit Union certify in writing to the Credit Union that all such copies have been returned or destroyed. The Member will be responsible and liable to the Credit Union for the replacement cost of all lost, stolen or damaged equipment that was provided by the Credit Union to the Member in connection with the Services. Upon termination of the Agreement or any Service, the terminated Services and any associated licenses shall automatically terminate.

B-29. Governing Law; Dispute Resolution

This Agreement is governed by federal law and, to the extent not preempted, the laws of the State of California, without regard to conflict-of-laws rules. Wire transfers are also governed by UCC Article 4A as adopted in California and, for Fedwire transfers, by Regulation J. Any dispute arising out of or relating to this Agreement or the Services shall be subject to the arbitration agreement contained in the Credit Union’s Business Account Agreement, which is incorporated herein by reference. To the extent a dispute is not subject to arbitration, Member consents to the exclusive jurisdiction and venue of the state and federal courts located in Stanislaus County, California, subject to applicable law.

B-30. General Provisions

B-30.1 Business Days. Business Day has the meaning given in Section B-2 and applies to every Service.

B-30.2 Assignment. The Credit Union may assign its rights and delegate its duties under this Agreement to a party affiliated with it or to a third party. The Member may not assign any right or delegate any obligation under the Agreement without the Credit Union's prior written consent.

B-30.3 Relationship of Parties. Nothing in the Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under the Agreement to create any obligation, expressed or implied, on behalf of the other party.

B-30.4 Waiver. No party's failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver, breach, right or remedy will be effective unless made in writing.

B-30.5 Headings. Headings are for reference only and are not part of the Agreement.

B-30.6 Successors and Assigns. The Agreement is binding upon and shall inure to the benefit of the Credit Union and the Member and their respective successors and assigns. However, in all cases the applicability of the Agreement to any of the Member's successors and assigns must be approved in an advance writing by the Credit Union.

B-30.7 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in effect, and the affected provision will be enforced to the maximum extent permitted.

B-30.8 Entire Agreement. This Agreement, together with the documents incorporated under Section B-3, is the complete agreement between Member and the Credit Union with respect to the Services and supersedes all prior agreements, understandings, and representations regarding them, including the Combined Online Services Agreement as applied to Business Accounts.

B-30.9 Survival. Sections B-10, B-16, B-19, B-21, B-22, B-23, B-24, B-25, and B-30, and any other provision that by its nature should survive, survive termination of this Agreement.