

Digital Banking Agreement

In this Digital Banking Agreement (“Agreement”), the words “I,” “me,” “mine,” “my,” “us,” “they,” “we,” and “our” mean each and all of those (whether one or more persons) who use the electronic services described in this Agreement. The words “you,” “your,” “yours” and “Credit Union” mean FIRST ENTERTAINMENT CREDIT UNION. This Agreement governs my use of the Credit Union’s various services covered in this Agreement, including the Digital Banking service, online funds transfer service (“Online Funds Transfer”), and online skip-a-pay service (“Skip-a-Pay”) (collectively, the “Services”). By clicking “I Agree” below or using the Services, I acknowledge that I have read and agree to abide by the terms and conditions of this Agreement.

This Agreement is given by you in compliance with applicable laws and regulations, including but not limited to the Electronic Fund Transfer Act (15U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) for use of the Services in connection with consumer accounts, to inform me of certain terms and conditions for use of the Services described in this Agreement.

In addition to this Agreement, in connection with my use of the Services, I may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that you may post on the Digital Banking site or otherwise provide or make available to me from time to time. Furthermore, if I use certain features, products or services available on or through Digital Banking, I will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such 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, without limitation, agreements, rules or other terms governing any checking, savings, or other deposit accounts, loan, line of credit and credit card accounts, and any other accounts that I may view, modify or otherwise access while using the Services. Most of the Additional Agreements are available on your website at www.firstent.org.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to the Services, this Agreement controls; provided, that 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 the Credit Union in an Additional Agreement.

General disclosures applicable to the Services are provided below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account(s), Savings Account(s), Personal Line of Credit Account and any other applicable accounts remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement.

GENERAL DISCLOSURES APPLICABLE TO THE SERVICES

BUSINESS DAY DISCLOSURE:

Your business days are Monday through Friday. Federal Holidays are not included. Your business hours are 8:30 a.m. to 5:00 p.m. Mon. - Thurs. and 8:30 a.m. to 6:00 p.m. Fridays. Some branches have Saturday hours 9:00 a.m. to 2:00 p.m.; call the Credit Union for specific locations. The Services are generally available 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet Service Provider and Internet software.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
3. In order to comply with a government agency, court order, or any legal process; or
4. If I give you written permission.

The Credit Union's full Privacy Policy can be access by clicking on this [link](#).

CONTACT INFORMATION:

To use the Services, I must provide my current email address or mobile phone number so that you can send me important information related to your use of the Services. I must review and update the personal information maintained about me in the "Contact" section of either Digital Banking or the mobile banking app to ensure that it is accurate.

CONSENT TO CONTACT ME:

I agree that you may from time to time make calls and/or send text messages to me at any telephone number(s) I provide to you, including mobile phone numbers that could result in data usage and charges to me. This is so that you can service and keep me informed about my account(s) (including loans, if any), collect any amounts I owe you, provide access codes, and/or provide fraud, security breach, or identity theft alerts. I also agree that I may be contacted by your service providers making such calls/texts on your behalf. The manner in which these calls or text messages may be made to me include, but are not limited to, the use of prerecorded/artificial voice messages and automatic telephone dialing systems. I understand that I am not required to provide consent as a condition to receiving your products or services. I may revoke my consent or change the telephone number provided at any time by contacting you at 888-800-3328.

LOCATION SERVICES:

When I access the Services using a device, such as my mobile phone or tablet, you may request that I share my location. Although I have the ability to refuse to share my location with you, if I share my location, you and your service providers use it for various purposes, including fraud mitigation/prevention, sharing with me nearby ATM locations, and other business purposes. I can review your privacy practices related to my personal information at <https://www.firstent.org>

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:

Periodic Statement. I will receive a monthly account statement for each month in which an electronic fund transfer is made, but at least a quarterly statement if no transfers are made, which will show the calendar date that I initiated the transaction, the type of transaction and the account(s) accessed by the transactions, and the number of transactions occurring in that statement period. I agree to immediately review each periodic statement mailed or otherwise made available to me to ensure that each and every transaction has been authorized by me. My failure to promptly report any allegedly unauthorized transaction may result in future allegedly unauthorized transactions to be considered authorized.

Digital Banking Transactions. I may print a record of any individual transaction conducted through Digital Banking at any time after the transaction is completed.

SERVICE PROVIDERS:

You are offering me the Services through one or more service providers with whom you have contracted, which provide some or all of the Services on your behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

SUBMITTING DISPUTES THROUGH THE SERVICES:

I can submit disputes through Digital Banking on transactions related to my Debit and/or Credit Cards. With relations to Credit Card transaction you will be able to submit disputes through the Credit Card Portal. These will go directly to our Credit Card processor for handling. For all other transactions you will be able to see a button for reporting within the transaction history.

I must provide my reasonable cooperation in documenting a reported dispute, including providing any written statement we request, police reports (if any), or such other information we request.

IN CASE OF ERRORS OR QUESTIONS ABOUT MY ELECTRONIC SERVICES TRANSACTIONS:

In case of errors or questions about my electronic services transactions, I will telephone you at:

(888) 800-3328 or write to you at: FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, CA 90078-0100 as soon as I can if I think my statement or receipt is wrong or if I need more information about a transaction listed on the statement or receipt. You must hear from me no later than sixty (60) days after you send me the FIRST statement on which the problem or error appeared. I must:

1. Tell you my name and account number;
2. Describe the error or the transaction I am unsure about and explain as clearly as I can why I believe it is an error or why I need more information; and
3. Tell you the dollar amount of the suspected error.

If I tell you orally, you will require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within ten (10) business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten (10) business days, you may not credit my account.

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

You will tell me the results within three (3) business days after completing your investigation. If you decide that there was no error you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

YOUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE ELECTRONIC FUNDS TRANSACTIONS:

If you do not properly complete an electronic funds transaction to or from my account on time or in the correct amount according to your agreement with me, you may be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have enough money in my account (or sufficient collected funds) to complete the transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;

4. You have received incorrect or incomplete information from me or from third parties (e.g., the U.S. Treasury, an automated clearing house or a terminal owner);
5. I provide an incomplete or incorrect Digital Banking username or password, or I answer security questions incorrectly, or I don't enter a correct passcode supplied by you to authenticate my identity, or because my Digital Banking password has been repeatedly entered incorrectly;
6. The transaction would exceed my Personal Line of Credit limit;
7. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system;
8. I make an error in keying my deposit through Digital Banking (and if I make such error, you are not responsible for bounced checks, forfeited dividends, and other consequences which may result);
9. The payee mishandles or delays a payment sent by the Online Bill Payment Service;
10. Any transaction is prohibited by law, regulation, court order, or would be considered illegal activity; or
11. I have not provided your Online Bill Payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom I wish to direct payment.
12. The Digital Banking, Bill Pay, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;

There may be other exceptions not specifically mentioned above.

Provided that none of the foregoing exceptions to the service performance obligations are applicable, if you cause an incorrect amount of funds to be removed from my account, or cause funds from my account to be directed to a person or entity which does not comply with my bill payment instructions, you will be responsible for returning the improperly transferred funds to my account and for directing to the proper recipient any previously misdirected bill payments or transfers.

THE FOREGOING CONSTITUTES YOUR ENTIRE LIABILITY AND MY EXCLUSIVE REMEDY. IN NO EVENT WILL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY EQUIPMENT, SOFTWARE, AND/OR SERVICE.

SECURITY/PASSWORDS:

I understand that I cannot use the Services without the applicable identification number, which you refer to as a Password, as discussed in this Agreement. I AGREE THAT USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. My Password acts as my signature. You may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. You may also, at your option, offer me additional, optional security procedures, such as out-of-band authentication, where I am sent a random one-time use password or randomly generated number through a text message, Push Notification to your mobile device, telephone call, or email sent to my email address on file with you.

I am responsible for the safekeeping of my Password provided by you or selected by me and for all transactions by use of a Password. I will notify you immediately and send written confirmation if my Password(s) is/are disclosed to anyone other than the joint owner of my account. I understand and agree that I must change the Password immediately to prevent transactions on my account(s) if anyone not authorized by me has access to the Password. If I disclose my Password(s) to anyone, however, I understand that I have given them access to my account(s) via the applicable electronic transfer system and that I am responsible for any such transaction. I further understand that my Password(s) is/are not transferable and I will not disclose the Password(s) or permit any unauthorized use thereof.

If I voluntarily subscribe to a third-party account aggregation service where my selected Credit Union deposit and loan account(s) as well as my accounts at other financial/investment institutions may be accessed on a website, I may be required to give my Credit Union Password to the aggregate service provider. I understand that by doing so, I am providing the aggregate service provider access to my account(s) at the Credit Union.

To protect the privacy of my account, you recommend that I periodically change my Password. My Password should be comprised of at least 8 alpha characters, at least one capital letter, one small letter and at least one number to provide additional security. You also recommend that I memorize my Password and do not write it down near my computer or disclose it to anyone.

MY LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING (ONLY APPLICABLE TO CONSUMER ACCOUNTS):

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Consumer Financial Protection Bureau's Regulation E. We may, when applicable, rely on any exceptions to the provisions in this section that are in Regulation E.

I must tell you AT ONCE if I believe my Password has been lost or stolen, or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. A written notification to you should follow my telephone call. I could lose all the money in my account (plus my maximum overdraft Personal Line of Credit). However, if I believe my Password(s) has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can

lose no more than \$50.00 if someone used my Password(s) without my permission.

If I do NOT tell you within two (2) business days after I learn of the loss or theft of my Password(s) and you can prove you could have stopped someone from using my Password(s) without my permission if I had told you, I could lose as much as \$500.00.

Also, if my statement shows transactions that I did not make, including those made by Password, or other means, I must tell you at once. If I do NOT tell you within sixty (60) days after the statement was mailed or delivered to me, I may not get back any money I lost after the sixty (60) days if you can prove that you could have stopped someone from taking the money if I had told you in time.

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

QUICK LOGIN BIOMETRIC AUTHENTICATION SERVICE:

Your Quick Login service allows me to login through my mobile phone or tablet using biometric information, including my fingerprint or face, instead of my username and password. I must enable such features through my mobile device, as well as agree to my mobile phone service's terms and conditions. I understand and agree that anyone with saved biometric information on my mobile device will have authority to access my accounts and will be authorized to initiate transactions through the Services, and I assume full responsibility for such use and access to my account and the Services.

Phones without biometric authentication may offer secret code for Quick Login in capabilities. I must enable such features through my mobile device, as well as agree to my mobile phone service's terms and conditions. I understand and agree that I will maintain my secret code in confidence and use proper length and complication of code to maintain proper security for my account. I assume full responsibility for such use and access to my account and the Services.

SNAPSHOT:

The Snapshot service allows me to view my accounts I select to see at a glance on my mobile phone without having to log in to the mobile app. To access the Snapshot service, I must turn on the Snapshot service within your mobile app's settings before I can view my accounts using Snapshot. Snapshot is not available on tablets.

STOP PAYMENT:

If I have set up a payment in advance out of my account using the Services, I can stop any such payment(s) by taking the following steps:

Call you at 888-800-3328, or write to you at P.O. Box 100, Hollywood, CA 90078-0100, in time for you to receive my request at least three (3) business days or more before the payment is scheduled to be made. If I call, you may also require me to put my request in writing and get

it to you within fourteen (14) days after I call. A stop payment fee may apply under the Schedule of Fees and Charges.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF AN UNAUTHORIZED TRANSACTION:

If I believe my Password(s) has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must telephone you at (888) 800-3328 or after business hours for a Visa Debit Card at (888)800-3328, or write to you at: FIRST ENTERTAINMENT CREDIT UNION, P.O. Box 100, Hollywood, CA 90078-0100. I should also call the number or write to the address listed above if I believe a transfer has been made using the information from my check without my permission.

CHARGES FOR ELECTRONIC FUNDS TRANSACTION SERVICES:

All charges associated with my use of the Services are disclosed in your Schedule of Fees and Charges, which is incorporated herein by reference. To view your Schedule of Fees and Charges, [click here](#). A stop-payment placed on a preauthorized electronic payment is subject to a fee as disclosed in your Schedule of Fees and Charges for each stop payment order I give. Any fees charged will be deducted from my Checking or First500 Savings Account.

If I request a funds transfer from a credit card account to another account, I understand it will be processed as a cash advance. I understand I will be charged a cash advance fee of the greater of \$5 or 3% of the transferred amount and be subject to finance charges associated with cash advances on my credit card account as disclosed to me on my Account Opening Disclosure and in the Visa Credit Card Agreement and Disclosure.

CHANGE IN TERMS:

You may change the terms and charges for the Services described in this Agreement and may amend, modify, add to, or delete from this Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice of a change(s) at least twenty-one (21) days prior to the effective date of the change(s), or as otherwise provided by law.

Further, the Credit Union may, from time to time, revise or update the programs, Services, and/or related material(s) rendering such prior versions obsolete. Consequently, the Credit Union reserves the right to terminate this Agreement as to all such prior versions of the programs, Services, and/or related material(s) and limit access to the Credit Union's more recent versions and updates.

DISCLOSURE OF DELAYED FUNDS AVAILABILITY:

If you have placed a hold for uncollected funds on an item I deposited, there could be a delay in my ability to withdraw or transfer such funds using the Services. For further details, I will refer to the section "Funds Availability Policy" in the Member Account [Agreement and Disclosure](#).

VERIFICATION:

All transactions affected by use of the Services contemplated hereunder that would otherwise require my actual signature, or other authorization, will be valid and effective as if actually signed by me when accomplished by use of my Password(s) or as otherwise authorized under this Agreement.

TERMINATION OF THE SERVICES:

I may, by written request, terminate any of the Services provided for in this Agreement. Termination by any one account owner will be binding on all account owners and you are not required to notify other account owners of the termination. You reserve the right to terminate this Agreement and my access to the Services, in whole or in part, at any time and for any reason. In addition, Services may be suspended, without advance notice, if there are insufficient funds in any one of my accounts or if any of my accounts are not in good standing as defined in your [Member Conduct Policy](#). After suspension, the Services may be reinstated, at your discretion, once there are sufficient funds in my account(s) to cover any fees and other transfers and debits. If I ask you to terminate my account, I will remain liable for subsequent transactions performed on my account. Termination of the Services does not terminate my accounts or agreements with you and will not affect my authorization for transfers and payments made prior to termination.

If I do not access Digital Banking and there has been no activity on any of my accounts through Digital Banking (such as an automatic bill payment) for any consecutive 90-day period, and there is no such activity pending as of the end of such 90-day period, you reserve the right to terminate my access to Digital Banking. If any of my checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such account will no longer appear in my Digital Banking profile. If any other account is closed for any reason, such account may no longer appear in my Digital Banking profile.

Upon termination of this Agreement or the Services, the Credit Union will endeavor to cancel any applicable account transactions I have previously authorized, provided that the Credit Union makes no guarantee that it will be able to do so. I will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that the Credit Union is not able to cancel or that have already been processed before the requested termination date will be completed.

NOTICE AND COMMUNICATIONS:

Except as otherwise provided in this Agreement, all notices required to be sent to me will be effective when you mail or deliver them to the last known address that you have for me in your records or when you make such notices available to me through Digital Banking, if I have agreed to receive notices from you in an electronic format. I am required to keep you informed of my current address. I agree to notify you promptly of any change of address. I may notify you in person at any of your offices, via Digital Banking or by sending a written and signed notice to First Entertainment Credit Union, P.O. Box 100, Hollywood, CA 90078-0100, Attention: Operations Department.

COLLECTIONS:

I agree that you shall be entitled to recover any money owed by me as a result of my use of, or the use of anyone I have provided with access to, any of your electronic services and I agree to repay any amounts which create an overdrawn balance on any of my accounts immediately upon demand. You have a security interest in my present and future shares and have the right to apply such shares to any money I owe. If any legal action is required to enforce any provision of this Agreement or to collect money I owe, I agree to pay all costs of collections, including reasonable attorneys' fees, court costs, and other charges incurred for enforcing your rights under this Agreement.

SEVERABILITY:

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

ACCOUNT ACCESS:

I may not use the Services for any illegal activity or transaction. I understand that I may not utilize the Services for the purchase of any goods or services on the Internet that involve online gambling of any sort. Prohibited activity and transactions include, but are not be limited to, any quasi-cash or online gambling transaction, electronic commerce gambling transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. You may deny authorization of any transactions identified as gambling.

However, in the event that a transaction described in this paragraph is approved and processed, I will still be responsible for such charges.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (UIGEA):

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006, and Regulation GG, this notification is to inform me that restricted transactions are prohibited from being processed through my account or banking relationship with you. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If I do engage in an Internet gambling business and open a new account with you, you will ask that I provide evidence of my legal capacity to do so.

DISPUTES:

In the event of a dispute regarding the Services, you and I agree to resolve the dispute by looking to this Agreement. I agree that this Agreement is the complete and exclusive statement of the agreement between me and the Credit Union, which supersedes any proposal or prior agreement, oral or written, and any other communications between me and the Credit Union relating to the subject matter of this Agreement.

RECORDING OF PHONE CALLS AND EMAIL:

I authorize you and your agents to record or copy any phone call made to or email sent to me concerning the Services.

ASSIGNMENT:

I may not assign this Agreement to any other party. The Credit Union may assign this Agreement at any time in its sole discretion. The Credit Union may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER:

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

HEADINGS:

Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

DISCLAIMER OF WARRANTIES, LIMITS ON YOUR LIABILITY AND OBLIGATIONS TO ME; MY AGREEMENT TO INDEMNIFY YOU AGAINST CERTAIN LOSSES:

I UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE CREDIT UNION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. I UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT MY SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR OBTAINED AT MY OWN DISCRETION AND RISK AND THAT I WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO MY COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE CREDIT UNION WEBSITE OR IN THIS AGREEMENT, THE CREDIT UNION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND THE CREDIT UNION MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE

ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY ME FROM THE ACCOUNTS OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE CREDIT UNION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM MY USE OF OR MY INABILITY TO USE THE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY ME FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF THE CREDIT UNION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MY AGREEMENT TO INDEMNIFY YOU:

Except to the extent that the Credit Union is liable under the terms of this Agreement or another agreement governing the applicable account, I agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by me to you;
- any fraud, manipulation, or other breach of this Agreement by me;
- my violation of any law or rights of a third party; or
- the provision of the Services or use of the Services by me or any third party.

You reserve the right, at your own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by me, in which event I will cooperate with you in asserting any available defenses. I will not settle any action or claims on your behalf without your prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of the Services by me or a joint account owner or other authorized person.

OWNERSHIP & LICENSE:

I agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). I agree to comply with the terms of any software license(s) provided to me in connection with the Services. I may not transfer, distribute copy, reverse compile, modify or alter such software. I also may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services. Unless otherwise agreed by you in writing, the

computer programs, Services guides, security procedures, software and systems provided to me in connection with the Services represent your or your service provider's proprietary property and must be returned to you upon request.

My use of the Services is subject to and conditioned upon my complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates my right to use the Services. Without limiting the restriction of the foregoing, I may not use the Services (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to your business interest; or (iii) to your actual or potential economic disadvantage in any aspect.

APPLICABLE LAW:

I understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

RELATIONSHIP TO OTHER DISCLOSURES:

The information in this Agreement applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, continue to apply, except to the extent expressly modified by this Agreement.

COPY RECEIVED: I acknowledge receipt of a copy of this Agreement.

ADDITIONAL DISCLOSURES APPLICABLE TO DIGITAL BANKING

Digital Banking is your electronic banking service that allows access to my accounts without assistance from your staff by using your Internet browser or Mobile App and my Digital Banking Username, Password, correct answers to pre-selected security questions by me, and such other security measures you utilize (e.g., biometric login).

MINIMUM SYSTEM REQUIREMENTS:

- Google Chrome: Latest 2 versions
- Firefox: Latest 2 versions
- Internet Explorer: v11
- Microsoft Edge: Latest 2 versions
- Safari: Last 2 major versions
- IOS: Last 2 major versions
- Android: v5.0 and above.
- *All browsers must support 128-bit encryption

I understand that in order to access and retain my electronic information and conduct transactions through Digital Banking, I must have an Internet-Capable device, Adobe Acrobat Reader to view or print PDF documents and an Internet browser with 128 bit encryption, and

Cookies and JavaScript enabled. For Digital Banking, the following Internet browsers are allowed or supported:

I UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

TYPES OF AVAILABLE TRANSACTIONS AND LIMITS ON TRANSFERS:

Digital Banking is available for my First500 Savings Account, Checking Account(s), Money Market Account(s) and most other savings account(s) (with the exception of IRA accounts as Digital Banking only allows me to view my IRA account balance and account details) and loan account(s), using my Digital Banking Username, Password, and other security measures (e.g., biometric login) you utilize for the following transactions:

1. View my balances on all of my accounts owned by me;
2. View and/or download account history as available;
3. Transfer of funds among and between my accounts with you;
4. Transfer of funds to and from my accounts at other financial institutions, if I participate in the External Transfer service;
5. Transfer of funds from my account(s) to another depositor's account with you if I participate in the Online Funds Transfer service (Member to Member);
6. Transfer funds to anyone with a U.S. bank account, if I participate in the P2P service
7. Withdrawals from my savings account(s) (except from IRAs or from the principal of a certificate account) or Checking Account made by Credit Union check issued in the name of the primary member of the account being accessed and mailed to such member's address of record;
8. Take an advance on my Credit Card, Personal Line of Credit and Home Equity Line of Credit and transfer to savings or checking;
9. Conduct a balance transfer on my Credit Card
10. Make loan payments on any loans I have with First Entertainment by transferring funds from my accounts at First Entertainment or from other Financial Institutions, if I participate in External Transfer service or Mobile Deposit
11. Access Bill Pay to pay my bill from my Checking Account or to view my bills from other third parties, if I participate in the e-Bills service
12. Change or reset my Digital Banking Username, Password and contact information
13. Apply for Loans and view the status of my loan applications
14. Place a stop payment on checks issued by me
15. Set up and manage Notifications and alerts
16. View IRA balance information, contribution amounts and other account details
17. Send and receive secure messages and files from the Credit Union;
18. Chat with your Representatives, allowing you to assist me via Co-browsing or screensharing
19. Request Wire Transfers, if eligible for this service

20. Receive information about products and services that may be of interest to me;
21. Enable and disable e-Statements and view e-Statements for my accounts, mortgage loans and credit card account;
22. Activate or report a Debit and Credit card lost or stolen, submit a travel notification, turn my card on/off, manage my card limits and alerts
23. Re-order checks;
24. Opt-in or opt-out for Overdraft protection;
25. Access forms;
26. Create Saving goals and view Spending activity
27. Change address and other contact information;
28. Report a disputed transaction on my accounts with you, including loans and deposit accounts;
29. Open a new Term Savings (certificate) account with you;
30. Participate in the Skip-a-Pay program, including requesting a skipped payment on certain loans; and
31. Open Money Market and Secondary share accounts.
32. Receive pre-qualification and/or pre-approval offers for loans I may be eligible for
33. Aggregate and view my accounts held at other Financial Institutions, if I participate in linking my external accounts
34. Deposit checks using my Mobile App
35. Set up Overdraft transfers from Savings accounts owed by me to back up my Checking accounts
36. Locate the nearest ATM, Shared Branch and First Entertainment Branches to me
37. Receive and view electronic notices regarding my account
38. Check my Credit Score and view my Credit Report provided by Transunion, if I enroll in the Savvy Money service

You may offer additional services in the future and, if so, I will be notified of them.

LIMITATIONS ON TRANSACTION FREQUENCY AND DOLLAR AMOUNT:

1. Funds transfers by and between my accounts at the Credit Union are not limited in terms of minimum or maximum dollar amounts per transaction except as provided for below.
2. Funds transfers made using your External Transfer service are limited in any one business day to the lesser of \$5,000.00 or to the extent I have funds available in my applicable account.
3. Advances are limited to the amount available from the Personal Line of Credit.
4. Mortgage and credit card payments are limited to the extent I have funds available in my applicable account
5. Check withdrawals are limited to a maximum of \$100,000 and minimum of \$100 in any one business day or to the extent I have funds available in my applicable account.
6. Transactions on my accounts may be subject to Credit Union fees and charges. For more information, I will refer to the Schedule of Fees and Charges, this Agreement and, where applicable, my Personal Line of Credit Agreement and Federal Disclosure Statement.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the credit agreement. The Credit Union reserves the right to limit the frequency and dollar amount of transactions from my accounts for security reasons.

AUTHORIZATION:

I authorize you to transfer funds electronically between my designated account(s) and my account(s) at other financial institutions initiated through Digital Banking. I authorize you to charge my designated account(s) for transfers to another depositor's accounts with you through the use of the Online Funds Transfer service.

ELIGIBILITY: I understand that in order to use Digital Banking, I must have an account in good standing and have a Password with you.

REQUESTING A SKIP PAY (ONLY APPLICABLE TO CONSUMER ACCOUNTS):

I may request a skip pay on any consumer unsecured closed-end loan or vehicle loan I maintain with you, to assist me through a time of financial difficulty or to assist with my cash flow situation. A fee may apply, and interest will continue to accrue during the skipped payment period, resulting in additional interest charges that I would not otherwise have to pay if I made my payments as originally scheduled and in an extension of my loan term and/or having to make extra payments after my loan would otherwise be scheduled to mature. Skips on lines of credit are limited to one (1) skip every twelve (12) months, while closed-end loan skips are allowed up to two (2) skips during the term of the loan. To be eligible for a skipped payment, I must not be thirty (30) days or more delinquent on the loan and must have a minimum of six (6) months' repayment history on the loan. Additional terms and conditions will be disclosed to me when I request the skipped payment.

JOINT ACCOUNTS:

If I utilize Digital Banking to access my Accounts which are jointly owned, transactions performed on any such account by electronic means where my Digital Banking Password is utilized will be considered authorized by all account owners.

ACCOUNT AGGREGATION SERVICE THROUGH DIGITAL BANKING:

Your Account Aggregation Services allow me to link accounts I have with other (external) financial institutions to Digital Banking, so that I can have a single, consolidated view in Digital Banking of my accounts with you and with other financial institutions that I add through Account Aggregation Services.

After I link an external account, the balances, transactions, and account details for that external account will automatically be synchronized each time I log in to Digital Banking. This Account Aggregation Service will allow you to capture this data in order to produce reports and plan content management strategies based on these aggregated accounts. However, I will only have access to view the external aggregated accounts, as the Account Aggregation Service does not allow for transfers or payments to or from these accounts.

Aggregated accounts will be displayed in the Snapshot view on the mobile platform, if I enable the Snapshot setting and select any of my aggregated accounts to display in Snapshot view.

CARD MANAGER THROUGH DIGITAL BANKING:

Once I register my Credit Union Debit or Credit Card through the Card Manager Service, this Service can be used to activate my Credit Union Debit and/or Credit Cards, temporarily block/unblock my Credit Union Debit and/or Credit Cards, access Rewards website to view and redeem Points, add a travel notice, change my transaction limits to my Debit Card, request replacement cards, enable authorization alerts for transactions authorized on my card exceeding my designated limits, enable/disable foreign transactions on my Credit Card, and perform such other card management Services as you may add in the future. I acknowledge and agree that you are not responsible for and disclaim any liability resulting from any card management Services I enable/request.

SECURE MESSAGING THROUGH DIGITAL BANKING AND E-MAIL COMMUNICATIONS:

I may communicate with you via secure messaging by logging on to your Digital Banking website or Mobile App and clicking on the “Message Center” link. Only certain transactions may be performed on my accounts via secure messaging. I agree that you may take a reasonable amount of time to act on any electronic message you actually receive from me. Any information I receive from you in response to my questions sent via secure messaging is provided on a best-efforts basis and is believed to be reliable but cannot be guaranteed. You are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information or any investment or other decision I make using this information. You will only respond to electronic messages through the secure messaging service via Digital Banking.

Certain alerts and communications are sent via e-mail to the email address you have on file, Push Notifications or SMS text. If I change my e-mail address, I must notify you in writing, in person, by telephone, or via Digital Banking. If I no longer own the device for which Push Notifications were enabled, I will delete the device by going to “Settings” within the Digital Banking website. If my Cell Phone number changes, I will update this information by going to “Contact” with the Digital Banking website.

ADDITIONAL DISCLOSURES APPLICABLE TO TEXT ALERTS

The Text Alerts service is a personal financial information alert service that allows me to receive information about my account including, but not limited to, information related to account balance changes, checks cleared, debit card purchases and electronic deposits or withdrawal notifications. When I access Digital Banking, I can initiate Text Alerts by first clicking on the Settings menu option, then selecting the “Contact” tab, scroll to Mobile Phone number, click on pencil to edit, click on the box next to “I would like to receive SMS Text messages to this number”, a passcode will be sent via SMS text to your mobile phone to confirm, once you enter the correct passcode, your mobile phone can receive SMS text messages. Next, click on tab titled “Notifications” within Settings page. On the Notification page, you may set up any type of an alert and choose I may set up, change or delete alerts at any time. I agree and understand that the Text Alert service may not be accessible or may have limited utility over some Internet or mobile networks. When I create alerts, they are linked only to the account under which they were created through Digital Banking. Balances shown on alerts reflect balance information at the time the alert was initiated by you and

may no longer be accurate at the time I review it. I agree that my use of the Text Alerts service could result in data usage and charges to me.

In addition to the alerts that I set-up through Digital Banking, you will send forced security alerts when certain activity happens on your account (“Forced Security Alerts”). Forced Security Alerts are not optional and are triggered when under the following circumstances:

- Your password is changed;
- Your account is locked due to too many attempts to login with the incorrect password; and
- Whenever we deem necessary to alert you to information regarding your account.

LIMITATIONS:

Although the Text Alerts service is designed to give me timely notice of specific events, it may not always provide immediate notice. I may encounter errors, interruptions, delays or failures in the receipt of my alerts, which may or may not be out of your control, such as technical difficulties experienced by my Internet service provider or wireless communications carrier. Furthermore, some mobile devices or certain other devices may omit a portion of the alert.

You will not be liable to me for any losses caused by my failure to properly use or respond to alerts that are sent. You assume no responsibility for the timeliness, reliability, deletion, or delivery error of any alerts you may send me. I agree that you will not be liable for any delays in the content, or for any actions I take in reliance thereon. If I need current account information I agree to contact you directly.

SECURITY:

If I use the Text Alerts service, I will receive alerts sent to the mobile phone I specified when the alert was established. Please be aware that information transmitted via text messages may not be secure and you cannot guarantee the security of any information transmitted over a mobile phone.

CHANGES OR CANCELLATION:

I may cancel my participation in the Text Alerts service at any time by deleting any scheduled alerts set up through Digital Banking. If I need assistance in cancelling any alerts I may contact you directly.

ADDITIONAL DISCLOSURES APPLICABLE TO SAVVYMONEY

The SavvyMoney service provides me a comprehensive credit score solution that includes my credit score, a full credit report, credit report monitoring, financial health education content, and personalized credit offerings, which I can access from my Digital Banking dashboard. The SavvyMoney service will also enable you to identify opportunities to offer me additional Credit Union products and services, such as loan offers, based on my credit profile and your lending criteria. The offers presented are not offers to lend. Terms and conditions and offers are subject to change at any time.

By enrolling in the SavvyMoney service, I provide you my express written authorization in accordance with the federal Fair Credit Reporting Act and other applicable laws to access

my credit score, credit report and/or credit history for these purposes; I can terminate the SavvyMoney service at any time through Digital Banking. The SavvyMoney service is only available for consumer, non-business users of Digital Banking.

The SavvyMoney service gives me the opportunity to access my Vantage 3.0 credit score based on my credit file from TransUnion. In addition to the credit score, I will be provided supplementary information such as score factors affecting my score, my score history, a full credit report including details about all open and closed credit accounts, inquiries, and public records or delinquencies, and ways that I can improve my credit. The credit score provided is intended to help me understand the factors that affect my credit score, and ways I may be able to save money with First Entertainment Credit Union loan products. It is not used for loan approval purposes, or for determining loan rates. Loan rates and approvals are based solely on information I provide you on an application for credit and credit report information you obtain when I apply for a loan.

My credit score is solely determined by the information in my file at TransUnion (one of the three major consumer reporting agencies) and is created using Fair Isaac's proprietary model. FICO is a registered trademark of the Fair Isaac Corporation ("Fair Isaac") in the United States and other countries. However, my credit score may vary from consumer reporting agency to consumer reporting agency and other lenders may use scores from one or more of the other two major consumer reporting agencies. TransUnion and Fair Isaac are third parties not affiliated with you and you make no representation or warranty related to the information provided through the SavvyMoney service. I warrant and represent that I will only use my credit score for educational, personal, non-commercial purposes. I acknowledge and understand that you are not acting as a credit repair organization or counselor, and that you cannot and will not provide me assistance with improving my credit score, except to the extent I have a dispute with you regarding an account I maintain(ed) with you.

ADDITIONAL DISCLOSURES APPLICABLE TO BILL PAY (ONLINE BILL PAYMENT SERVICE)

Bill Payment is an additional service offered to First Entertainment Credit Union members. I may use the Internet to electronically direct you to make payments from my Checking Account to third parties ("payees") that I have selected in advance to receive payment by means of Bill Pay. I must have a Checking Account with you to use this service. If I have multiple accounts with you, I may also direct you to make transfers between my accounts by means of Digital Banking. If I would like to take advantage of Bill Pay, I will visit your website and enroll with my eligible Credit Union accounts. The Bill Payment service is subject to separate terms and conditions, which can be viewed, downloaded and printed when I enroll.

ACCOUNT ACCESS:

I may only use my designated Checking Account ("Payment Account") for transfers to make such payments.

I agree to print and retain the Bill Pay (Online Bill Payment) Terms and Conditions (which is incorporated herein) along with this Agreement when I enroll in the Bill Pay service. I

understand and agree that you reserve the right to deny enrollment.

AUTHORIZATION:

I authorize you to charge my designated checking account(s) for any transactions accomplished through the use of the Bill Pay service, including the amount of any recurring payment that I make, and all charges as shown in the Schedule of Fees and Charges associated with the Bill Pay service.

ADDITIONAL DISCLOSURES APPLICABLE TO ONLINE FUNDS TRANSFER TRANSACTIONS

Online Funds Transfer is an electronic method of transferring funds from my account(s) with you to accounts of third parties at the Credit Union (Member to Member) or to my accounts at other financial institutions (External Transfer). I may access this service through Digital Banking (described above).

ACCOUNT ACCESS:

If I qualify for this service, I may access it only from First500 Savings, Checking, Money Market, Secondary Savings (with the exception of IRAs), and Loan account(s).

By using your Online Funds Transfer service, I understand and agree to these Online Funds Transfer service terms. You will not allow me to complete an Online Funds Transfer transaction unless I agree to the Online Funds Transfer (Online Funds Transfer) Terms and Conditions. I understand and agree that you reserve the right to deny enrollment or terminate the Online Funds Transfer service or my access to the Online Funds Transfer service at any time.

AUTHORIZATION:

I authorize you to charge my designated account for all transfers of funds that I initiate through Digital Banking and I agree to have sufficient available funds or available credit in my account on the date such transfer is to be performed. I authorize you to select any means to execute your funds transfer request including, for example, Automated Clearing House (“ACH”) transfer. I understand and agree that I will be bound by the rules and regulations that govern the applicable funds transfer systems, including ACH rules as published by the National Automated Clearinghouse Association (“NACHA”).

ACCURACY OF INFORMATION:

I understand and agree that I am responsible for providing accurate account information and names of designated recipients when I use Online Funds Transfer to electronically transfer funds. If I use Online Funds Transfer to electronically transfer funds from my account(s) with you to either the account of a third party at the Credit Union (what you refer to as a Member to Member transfer), or to my accounts at other financial institutions, I understand and agree that you may transfer funds on the basis of the identifying account number, even if the account number identifies a person different than the designated recipient. This means that I will be responsible to the Credit Union if the funds transfer is completed on the basis of the identifying

account number I provided the Credit Union. For electronic funds transfers between my account(s) with you and my accounts at other financial institutions, I further understand that I will be responsible for any loss or expense incurred by the other financial institution which executes or attempts to execute the electronic funds transfer in reliance on the identifying account number I provided.

LIMITATIONS:

Other than any limitations imposed by law, there are no limitations on the frequency of my use of the Online Funds Transfer service.

1. The minimum transfer amount is \$0.01 and the dollar amounts of any transfers are limited to the available clear funds in my First500 Savings Account, Money Market Account, or other savings deposit accounts.
2. For security reasons, in the event my Online Funds Transfer or Digital Banking Password or login information is lost or stolen, there may be limitations on the transactions I can make using the Online Funds Transfer service.
3. Other limitations such as “Prohibited Payments” appear in the Online Funds Transfer Terms and Conditions.

FEES AND CHARGES:

Currently, there are no fees or charges for the use of the Online Funds Transfer service.

TYPES OF TRANSFERS:

I may set up transfers to occur in two ways: one time only or on a recurring basis. The date the debit is scheduled to take place is known as the “Send Date”. One-time transfers may be immediate or scheduled for a future Send Date. Recurring transfers may be used to set a fixed dollar amount to be transferred at regular intervals (i.e. monthly, every two weeks, etc.) Recurring transfers with no ending date shall continue until I instruct you to stop. For External Transfers, any recurring Send Date that falls on a non-business day will be processed on the next business day.

At all times, you reserve the right to limit the frequency and dollar amount of transactions from my accounts for security reasons.

INTERNAL TRANSFERS:

Internal transfers are those transfers between linked and eligible accounts held at the Credit Union (“Internal Transfers”). Internal Transfers may be limited by dollar amount and/or frequency. The amount of my limit is established at your sole discretion and will be disclosed to me at the time of my transfer. You may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers I can make using Internal Transfers.

Internal Transfers will be processed on all business and non-business days. If I designate an

Internal Transfer as an immediate one-time transfer, my transfer will be processed immediately during my Digital Banking session, provided that I have sufficient available funds in the designated account. If I do not have sufficient available funds for an immediate one-time transfer, my transfer will be rejected during my Digital Banking session, and nothing further will happen. If I have selected a Send Date in the future or established a recurring transfer, my transfer will be processed on the selected Send Date(s). If I do not have sufficient available funds by 1:00 p.m. PST on the Send Date(s) to transfer the full amount designated, your system will automatically attempt to re-process the Internal Transfer for the full amount designated for the next two (2) days.

Transfers made from credit accounts are treated as cash and/or loan advances and are subject to the terms and conditions of the applicable credit agreement.

EXTERNAL TRANSFERS:

General. External transfers are those transfers between Credit Union accounts and other personal accounts at other financial institutions (“External Transfers”). External Transfers may be used for:

- Transfers from my Credit Union account to my account or another person’s account at another financial institution.
- Transfers from my account at another financial institution to my Credit Union account.
- Payments from another institution to my Credit Union loans (with the exception of credit cards).

Eligibility. To be eligible for External Transfers, I must be at least eighteen (18) years old, have a checking account open at the Credit Union for thirty (30) calendar days or more, be a member in good standing, and be an owner of the account at the other institution.

Account Validation for External Accounts. I authorize you to validate any external account in a manner selected by you, including through the use of micro-deposits or through a successful sign in to the external accounts’ digital banking website. If you choose to utilize micro-deposits to verify the external account, two (2) low value deposit(s) will be transferred into and debited out of my designated external account. Once the micro-deposits are complete, you may ask me to access my external account at the other financial institution to tell you the amount of the micro-deposit(s) or any additional information reported by my financial institution with these micro-deposits. You may also verify external accounts by requiring me to submit proof of ownership of such external account. If I am unable to provide validation of an external account, I will not be permitted to conduct External Transfers using such external account.

Accounts. By using External Transfers, I represent and warrant that the external account is a United States account and that I have the right to authorize and permit you to access such external accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and I assure you that by disclosing and authorizing you to use such information, I am not violating any third party rights. I warrant and represent that the information I am providing you is true, current, correct and complete. I hereby authorize and permit you to use information submitted by me to accomplish these purposes.

For as long as I am using External Transfers, I give you a limited power of attorney and appoint you as my true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for me and in my name, place and stead, in any and all capacities, to access the external accounts, effect funds transfers as described above, and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to external accounts, as fully as I might or could in person. Once you have actual knowledge that I wish to cease using External Transfers as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by you in good faith before you have actual knowledge of termination by me and have a reasonable opportunity to act on such knowledge shall be deemed to be authorized by me.

I understand and agree that at all times my relationship with each financial institution or other provider besides the Credit Union is independent of my relationship with you and my use of External Transfers. I will not be responsible for any acts or omissions by the financial institution or other provider of any external account, including without limitation any modification, interruption or discontinuance of any external account by such financial institution or provider.

I agree that you shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) your access to the external accounts; (2) your debit and/or credit or inability to debit and/or credit the external accounts in accordance with my transfer instructions; (3) any inaccuracy, incompleteness or misinformation contained in the information retrieved from the external accounts; (4) any fees or charges imposed by any other financial institution or provider besides you; and (5) any funds transfer limitations set by the financial institution or other providers of the external accounts.

Not all types of accounts are eligible for funds transfer. You reserve the right to decline the use of any external account that you believe may present a risk to you. You are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the financial institution or other provider of the external account or those imposed by applicable law.

External Transfer Processing and Limitations.

- **Timing:** External Transfers will only be processed on business days. External Transfers requested after 1:00 p.m. PST on a business day or on a non-business day will be considered received on the following business day. When establishing a transfer, External Transfers will display the earliest estimated Send Date available. You process one-time and recurring transfers once per business day. Following the debit from my Credit Union account, the transfer will take approximately 3-4 business days to complete.

Scheduled or recurring transfers that are set for a non-business day shall be processed on the next business day. All other scheduled or recurring transfers shall be processed on the selected business day.

- Sufficient Funds: For External Transfers, I must have sufficient available funds in the designated account at 1:00 p.m. PST on the Send Date (the “Cut-Off Time”) for you to properly process my transfer instructions. Amounts subject to hold pursuant to your hold policy, amounts pledged as collateral, and other funds subject to restrictions on withdrawal are excluded from the available balance in an account.
If sufficient funds are not available in the designated account on the designated Send Date by the Cut Off Time to transfer the full amount designated, your system will automatically attempt to re-process the External Transfer for the full amount designated for the next two (2) business days.
- Frequency: You do not generally limit the number of funds transfers I may make; however, you may from time to time modify the frequency of External Transfers for security reasons. In addition, I may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable accounts as may be specified in my other agreements with you.
- Dollar Limits: External Transfers are limited by dollar amount. The limitation includes a daily limit, an aggregated weekly limit and an aggregated total limit for a thirty (30) calendar day period. The amount of my limit is established at your sole discretion and will be disclosed to me at the time of my transfer. You may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers I can make using External Transfers.
- Declining Transfers: You reserve the right to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests. You do not guarantee all transfer requests will be processed without interruption.
- Right to Cancel External Transfers: I may not cancel or stop an External Transfer that is already in progress. For one-time transfers designated with a future Send Date and recurring transfers, I may cancel any transfers as long as you receive the cancellation or stop request before the Send Date or next scheduled recurring transfer. For recurring transfers, I can choose to cancel the entire recurring payment schedule or only the next scheduled transfer. If I choose to cancel the entire recurring payment schedule, all future transfers will be cancelled and I must reschedule any recurring payments I want to occur in the future. I may cancel such External Transfers through Digital Banking.
- Loan Payments. I may use External Transfers to make payments to my loans at the Credit Union. I am responsible for canceling recurring transfers after a loan is paid in full. Recurring transfers are not recommended to make payments to loans with fluctuating payment amounts such as home equity lines of credit or personal lines of credit.