

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Business Account Card ("Account Card") or approve an electronic application. The words "we," "us," and "our" mean the Cooperative Center Federal Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing the Business Account Card and Certificate of Authority or completing and transmitting an online account authorization or service request that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Business Electronic Services Agreement, Privacy Policy, and the Account Disclosures (Rates and Fee Schedules) accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments, which collectively govern your Business Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual, sole proprietor or entity qualifying within the Credit Union's field of membership and must pay the membership fee as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. Accounts of Business Organizations & Certificate of Authority

The classification and form of ownership of your accounts are designated on your Business Account Card. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to an organization may not be cashed, but must be deposited to an organization account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has written notice of any wrongdoing.

a. Name. The Account owner shown on the front of the Business Account Card is the complete and correct name of the Account Owner.

b. Authorized Signers. The listed officers, authorized agents, or trustees, as applicable of the Account Owner presently occupy the positions shown on the front side and are authorized to transact business on behalf of the Account Owner.

c. Authority. The individuals signing on the account card certify and agree that the Account Owner's accounts will be governed by the terms set forth in this Membership and Account Agreement, as amended from time to time. The Credit Union is directed to accept and pay without further inquiry any item, drawn against any of the Account Owner's accounts with the Credit Union. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all checks, overdrafts, notes and other items payable at the Credit Union, and to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Agreement. The authority given to the Authorized Signers shall remain in full force until written notice of revocation is delivered to and received by the Credit Union. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Account Owner will notify the Credit Union of any change in the Account Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Account Owner and the Credit Union before any such change occurs. The Account Owner agrees that the Credit Union shall not be liable for any losses due to the Account Owner's failure to notify the Credit Union of such changes.

3. Sole Proprietorship Accounts. A sole proprietorship account is an account owned by the Member. If the account is an individual account, the interest of the deceased individual owner will pass, subject to applicable law, to the decedent's estate. If the account is owned by two or more persons the account is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives an Account Card signed by the joint owner, at which time the account will be a jointly owned account and the joint ownership rights will apply. If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

4. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Business Rates and Fee Schedules. All accounts are nonassignable and nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with Member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and 1 ½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

c. Final Payment. All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return fee on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a

bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. For deposits at ATMs, unstaffed facilities, or any other means except in-person deposits made to a Credit Union employee, any credit that we provide before we have removed and processed the deposit is subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts, less any associated collection costs, will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items credited to or charged against your account.

5. Account Access

a. Authorized Signature. We require your authorized signature on your Application before we will honor transactions on your account(s). The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any transaction that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your member/account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction. The Credit Union may refuse to accept any item for deposit. You agree that your electronic consent is your electronic signature which specifically records your signature and constitutes your agreement to the terms and conditions of this Agreement. You agree your electronic signature captured and stored as an image by electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines), debit card, in person, by mail, automatic transfer, online banking, telephone, or Internet enabled device). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. Electronic Check Transactions.

i. Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing number, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of your Business Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

ii. Electronic Re-presented Checks. If you write a check on an account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of your Business Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the 15 day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

d. Credit Union Examination. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union

does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

e. Items Presented in Person. You agree that we may refuse to pay any check if the person presenting it does not provide identification that satisfies our requirements. We may also refuse to pay a check if we are unable to verify an endorsement to our satisfaction.

6. ACH Transactions.

If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. The Credit Union may require that wire transfers be authorized in writing. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. ACH transactions are governed by the rules of the National Automated Clearing House Association. The origination of ACH transactions to or from the consumer's account must comply with provisions of U.S. law. You agree that the authorized transfer to/from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations. You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

7. Wire Transfer Service.

a. Wire Transfer Services. If the Wire Transfer service is requested and approved for Member, the Credit Union will provide Member the ability to instruct the Credit Union to send domestic funds transfers ("Wire Transfer"), which create obligations from Member to the Credit Union. Member understands and acknowledges that execution of any Payment Order to the Credit Union is subject to the following terms and requirements. You understand international wire transfers may not be completed for up to four weeks or longer. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection Regulation E.

b. Authorization Users. The Member's Administrator will designate the person(s) whom Member has granted authority to transmit Wire Transfers ("Authorized Users"). The Credit Union may rely on Member's designation to transmit Wire Transfers. The Member understands that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an Authorized User that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or service.

c. Payment Orders. Member may instruct the Credit Union to execute a Wire Transfer(s) on Member's behalf (each a "Payment Order") by submitting the Payment Order to the Credit Union in such form as the Credit Union requires, and by following the procedures established by the Credit Union for verifying the authenticity of Payment Orders ("Security Procedure").

d. Security Procedure. Member agrees to use the Credit Union's Security Procedure, as set forth in this Section, and as such Security Procedure may be amended as agreed upon by Member and the Credit Union from time to time, for the purpose of verifying the authenticity of Payment Orders and communications amending or canceling Payment Orders. The Credit Union's Security Procedure consists of a combination of security devices, questions and protocols, which may include tokens, passwords, authentication and Wire Transfer limits, as described below. The Credit Union maintains commercially reasonable Security Procedures based primarily of its knowledge of its Members' circumstances. Member and its Authorized Users and other agents shall maintain the highest possible level of confidentiality with regard to the Security Procedure, and will take all steps necessary to prevent access to

them by unauthorized persons. Member agrees to notify Credit Union immediately following Member's discovery of any unauthorized use. Subject to the Credit Union's obligations under this Agreement, the Credit Union will have no liability in connection with, or resulting from, the execution of any wire transfer by the Credit Union that was verified pursuant to the Security Procedure, except to the extent UCC Article 4A prohibits the parties from varying the Credit Union's liability with respect to such wire transfers. Member understands that the Security Procedure is not for the purpose of detecting errors in transmission or content of a Payment Order or a Wire Transfer.

i. Multi-Factor Authentication. The Security Procedure utilizes two factor authentication security technology. To initiate Wire Transfers, Member agrees to comply with specific authentication requirements for Payment Orders over a certain dollar limit, as agreed upon between Member and the Credit Union. Member agrees that it is Member's sole and absolute responsibility to secure and protect access to all tokens, passwords and devices used for two factor authentication.

ii. Wire Transfer Limits. Limits on the amount of Wire Transfers ("Wire Origination Limits") will be established and agreed upon between Member and the Credit Union. Wire Origination Limits may be set on a Member master level and may be set by Member at user level. Member authorizes the Credit Union to reject Payment Orders that exceed established Wire Origination Limits

e. Rejection of Wire Transfer Instructions. The Credit Union may, at its sole discretion, but without obligation or duty to do so except to the extent otherwise specifically provided in this Agreement, by a notice of rejection delivered orally, electronically or in writing, reject any Payment Order, including, without limitation, any Payment Order that the Credit Union believes (a) exceeds the collected and available funds on deposit in Member's designated Account(s); (b) exceeds any of the Wire Transfer Limits; (c) is not authenticated to the Credit Union's satisfaction, or which the Credit Union otherwise believes may not be authorized by Member; (d) contains incorrect, inconsistent, ambiguous, or missing information; (e) involves funds which are subject to a lien, security interest, claim hold, dispute, or legal process prohibiting withdrawal; (f) exceeds legal, regulatory, payment system or governmental policy limitation; (g) may have been issued without proper authorization; or (h) is incomplete. The Credit Union shall incur no liability to Member for any losses incurred by the Credit Union's refusal, with or without notice to Member, to honor any Payment Order.

f. Cancellation of Payment Orders. The Credit Union is not obligated (and is not liable for its failure) to cancel or amend a Payment Order after its receipt by the Credit Union. The Credit Union will, however, make reasonable efforts to comply with Member's request to cancel or amend a Payment Order. Any request for cancellation or amendment must be made in compliance with the Security Procedure. Member will indemnify and hold the Credit Union harmless from any and all liabilities, costs and expenses the Credit Union may incur in canceling or amending, or in attempting to cancel or amend, a Payment Order.

g. Execution of Payment Orders. The Credit Union is authorized to execute Payment Orders, and to charge Member's Accounts for such Payment Orders, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any of the Authorized Users or payable to others for the Authorized User's account. The Credit Union will use commercially reasonable efforts to execute Payment Orders on the Business Day of receipt if (a) the Credit Union received the Payment Order and is able to authenticate it before the Credit Union's cutoff time, and (b) the day the Payment Order is received is a funds transfer Business Day for the Credit Union. In any event, a transfer from an Account with the Credit Union can be processed on the same Business Day a Payment Order is received by the Credit Union only if the Credit Union accepts the Payment Order and Member has received confirmation communicated through the System by 2:30 p.m. Pacific Time on that same Business Day that the Payment Order was successfully transmitted to the Credit Union via Online Business Banking. The Credit Union may change its cutoff times without prior notice to Member. Member shall complete all Payment Orders in the form and format designated by the Credit Union.

h. Transmission of Funds. The Credit Union may employ any reasonable means it chooses for the transmission of funds pursuant to a Payment Order. The Credit Union is not responsible for (i) performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another Credit Union, refusal or delay by another Credit Union to accept the wire transfer, war, emergency conditions, fire, earthquake, or other circumstances not within the Credit Union's control; or (ii) for any other performance failure that is not a result of the Credit Union's breach of this Agreement.

i. Reliance on Identifying Numbers and Other Information. The Credit Union may rely, without incurring liability to Member, on information (including names, amounts and account numbers) provided by Member and/or its Authorized Users on the Authorization, in the Payment Order or otherwise when executing or otherwise processing a Payment Order, even if such information is incorrect. The Credit Union may, in such circumstances, charge Member's Account(s) and assess Member with Obligations. Accordingly, Member understands that when a Payment Order identifies by name and number a beneficiary financial institution, intermediary financial institution or beneficiary, the

Credit Union and every receiving or beneficiary financial institution may rely on the identifying number to make payment, regardless of whether the number matches the named financial institution, person or account. Member is responsible for immediately providing the Credit Union with updated Authorization forms reflecting any changes in authorization of Member's personnel.

j. Maintaining Available Funds. Member will maintain a deposit account with available funds to cover any Wire Transfer. If funds are not available, or if the amount of the Payment Order exceeds the Wire Transfer Limits at the time the Payment Order is submitted or at any time prior to initiation of the Wire Transfer, the Credit Union may elect not to initiate the Wire Transfer.

k. Limitations of Liability. THE CREDIT UNION'S LIABILITY FOR WIRE TRANSFER SERVICES IS SOLELY AND EXCLUSIVELY LIMITED TO MEMBER'S ACTUAL PECUNIARY LOSSES AND THE REMEDIES SET FORTH IN UCC ARTICLE 4A (AS APPLICABLE), EXCEPT AS THE TERMS OF SUCH STATUTE ARE EXPRESSLY VARIED BY THIS AGREEMENT. UNDER NO CIRCUMSTANCE WILL THE CREDIT UNION BE LIABLE FOR ANY SPECIAL, INCIDENTAL (EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PERMITTED BY APPLICABLE LAW), INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OF ANY KIND, LOSS OF PRODUCTION, DOWNTIME COSTS OR CLAIMS AGAINST MEMBER BY OTHERS.

8. Account Rates and Fees

The Credit Union's payment of dividends on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the Rates and Fee Schedules. You agree the Credit Union may impose fees for the deposit account services provided by the Credit Union. Current Rates and Fee Schedules have been provided to you separately. You agree the Credit Union may change the Rates and Fee Schedules from time to time and you will be notified of such changes as required by law.

9. Transaction Limitations

a. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service fee, set forth in the Rates and Fee Schedules. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal), a legal garnishment or attachment is served, the account secures an obligation to the Credit Union, any required documentation has not been presented, or you fail to Bill Pay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require Members to give notice in writing of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

b. Transfer Limitations. For savings accounts and money market accounts, you may make up to six (6) preauthorized, automatic, online, telephonic or audio response transfers, to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the Member's account upon oral or written orders including orders received through the ACH. There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union, and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a fee.

10. Overdraft Protection and Overdraft Privilege

a. Your Overdraft Liability. If on any day the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction. The Credit Union processes checks and items as follows: (i) checks are paid based upon the number of the check with the lowest numbered check paid first, (ii) for ACH items, credits are processed first and ACH debits processed second with the lowest items paid first, and (iii) debit card transactions are paid in the chronological order they are received. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for the item whether paid or returned as set forth in the Rates and Fee

Schedules. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

b. Savings Overdraft Transfers. If you request and qualify, we will enroll you for overdraft transfers from your savings account. If you have enough funds in your savings account, you authorize us to automatically transfer funds to cover any overdraft on your checking account. You may choose the specific savings account you want overdraft transfers to come from. There is an overdraft transfer fee from a savings account and excess item fees as set forth on the Rates and Fee Schedules. You may opt out of the savings overdraft transfer service at any time by notifying us in writing.

c. Overdraft Privilege Service. We offer a discretionary overdraft service (Overdraft Privilege) to cover overdrafts on your checking accounts. The Overdraft Privilege service is offered to eligible business checking account owners, who qualify and remain in good standing with the Credit Union. The Credit Union provides the Overdraft Privilege Program as an accommodation to you and is not obligated to do so, even when it has done so in the past. You do not apply for this service. To be eligible for the Overdraft Privilege Program you must meet all of the following criteria:

- Must be a member in good standing;
- Must make regular deposits sufficient to cover transactions;
- You have no levies or administrative or legal orders on the account;
- You have not caused the Credit Union to incur a loss; and
- You do not have any loans with the Credit Union that are more than fifteen (15) days past due.

By participating in the program, the Credit Union may honor overdrafts, including checks, automated (ACH) debits, ATM withdrawals, point-of-sale (POS) transactions, VISA Debit Card transactions, in person withdrawals, and other electronic means. Unless the Credit Union currently has your affirmative consent to participate in Overdraft Extended Coverage, we will not approve your overdrafts for ATM withdrawals and VISA Debit Card transactions. You must tell us you want overdraft coverage for these transactions. To request Overdraft Extended Coverage for your ATM withdrawals and VISA Debit Card purchases, you may call us; or complete and sign the Overdraft Consent Form and return it to the Credit Union. The Credit Union will provide you with written confirmation of your enrollment choice. When an overdraft is covered, the account will be taken negative by the dollar amount of the overdraft plus the amount of the Overdraft Privilege fee. If we honor multiple overdrafts we may honor them in any order at the Credit Union's option or return any such items. The maximum dollar amount of overdrafts the Credit Union will cover for each Member is \$700, including the Overdraft Privilege fee. When the Credit Union honors overdraft items, you must deposit funds immediately, but in no case more than thirty-two (32) days from the date of the notice sent to you. If you fail to cover the total overdraft amount within thirty-two (32) days, the Credit Union may pursue all collection options available to it. The Credit Union may, but is not obligated to, transfer funds from your other accounts with us to cover the overdraft.

The Overdraft Privilege Program fee is a flat fee charged regardless of the amount the account is overdrawn and will be charged for each overdraft item presented and paid by the Credit Union. The charge for Overdraft Privilege Service is described in our Fee Schedule. The Credit Union will send you a notice for each item covered by the Overdraft Privilege service. The Overdraft Privilege Program service is a discretionary privilege offered to Members and not a right of membership. The Credit Union encourages you to properly maintain your accounts with us. You agree that the Credit Union will not be held liable for either paying or refusing to pay any overdraft item. The Credit Union reserves the right to discontinue this service at any time without any notice. You may terminate the Overdraft Extended Service by notifying us at any time. You also agree to the terms and conditions of the Overdraft Privilege Coverage Disclosures, which are incorporated herein.

11. Postdated Checks

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.

12. Stop Payment Orders

a. Stop Payment Request. You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by mail, Online Banking or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order on a check will be effective for six (6) months. A written stop payment order may be renewed in writing for another six (6) months. A written stop payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop payment order. The Credit Union is not obligated to notify you when a stop payment order expires.

c. Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rates and Fee Schedules. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

13. Credit Union's Liability for Errors

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages but not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction, (b) circumstances beyond the Credit Union's control prevents the transaction, (c) your loss is caused by your negligence including your failure to examine your statements, (d) the negligence of another financial institution, or (e) the funds in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

14. Credit Union Lien and Security Interest

To the extent you owe the Credit Union money as a borrower, guarantor, indorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

15. Legal Process

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the issue is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior

notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

16. Account Information

Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your express permission.

17. Notices

a. Name or Address Changes. It is your responsibility to notify the Credit Union upon a change of authorized persons, address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing or through online banking. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Rates and Fee Schedules.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership or termination of a joint account. Only a Member may remove another joint owner from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

d. Negative Information Notice. We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

18. Taxpayer Identification Numbers (TIN) and Backup Withholding

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may delay the opening of your account.

19. Statements

a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed to you. You may be charged a fee for statement copies as set forth on the Rates and Fee Schedules.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (i) you fail to notify the Credit Union within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item, or (ii) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine. For Electronic Services, you have separate requirements for examining your statements and notifying us of

statement errors or unauthorized electronic funds transactions as set forth in the Business Electronic Services Agreement.

c. *Notice to Credit Union.* You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies, or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

d. *Electronic Statements ("eStatements").* If your statement is provided electronically, you will be sent an electronic mail ("email") notice that will direct you to the Online Banking Service where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mail from us will be sent to the email address provided by the account owner.

20. Dormant and Abandoned Accounts

a. *Dormant Accounts.* If you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months and the Credit Union has had no contact with you during that period, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by California law and set forth on the Rates and Fee Schedules. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law.

b. *Unclaimed Property Law.* Credit Union Savings-Conditions of Escheatment: (1) Owner's (Member's) address is in California, or (2) No Owner (Member) address is shown in Credit Union's records; Credit Union's principal place of business is in California, or (3) Owner's (Member's) address is in another state; Credit Union's principal place of business is in California, and the state in which Member resides does not escheat that item. Credit Union savings and accumulated dividends earned thereon will escheat to the State Controller if any one of the above conditions is met if the Member (savings holder of record) for more than three years: (1) has not claimed a cash dividend, paid in or withdrawn funds, or (2) has not corresponded in writing with the Credit Union indicating an interest in the savings, or (3) has not otherwise indicated an interest which is evidenced by a memorandum or other record on file with the Credit Union (example: a pledge of savings as security for a loan). Reclaiming escheated Property: If your funds have been sent to the state, you may file a claim by contacting the California State Controller's Office, Unclaimed Property Division, P.O. Box 942850, Sacramento, CA 94250-5880, nationwide call 800 992.4647, outside of the United States. call 916 323.2827, or go to www.sco.ca.gov.

21. Death of Account Owner of Sole Proprietorship Account

You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a Member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased Member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

22. Termination of Account

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) there is a dispute as to the ownership of the funds in the account, (d) any account checks are lost or stolen, (e) if there are excessive returned unpaid items not covered by an overdraft plan, or (f) if there has been any misrepresentation or any other abuse of any of your accounts, (g) we reasonably deem it necessary to prevent a loss to us, or (h) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

23. Termination of Membership

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

24. Special Account Instructions

You may request the Credit Union to facilitate certain business, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements for you. You agree to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or image copy is as valid as an original document.

25. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, (subject to applicable law), to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post judgment collection actions, if applicable.

26. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of California and the state in which you reside, as applicable, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county in which the Credit Union is headquartered. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force.

Funds Availability Policy

1. General Funds Availability Policy

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law.

For checking accounts, our general policy is to make the first \$200 from your deposit available to you on the first business day after the day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written. For check deposits, other than government checks, made at a shared branch facility of ours we will place a two business day hold on the funds from such deposits. For determining the availability of your deposits, every day is a business day, except, Saturday, Sunday and federal holidays. If you make a deposit before 3:00 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 pm or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day that we receive your deposit. Depending on the type of check that you deposit (e.g. large checks without available funds or third party check), funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

3. Holds on Other Fund

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,000 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than five (5) business days after the day of your deposit.

5. Special Rules for New Accounts

If you are a new Member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

6. Deposits at Nonproprietary ATMs

Funds from any deposits (cash or check) made at automated teller machines ("ATMs") we do not own or operate will not be available until five (5) business day after the date of your deposit. This limit does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified accordingly.

Business Electronic Services Agreement

By establishing and using an electronic funds transfer service or access device, you agree to the following terms and conditions governing your and our rights and responsibilities concerning electronic fund transfer services offered to you by the Credit Union and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money including, but not limited to VISA Debit Card, Online and Mobile Banking, and Bill Pay services involving your deposit accounts at the Credit Union.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary account holder may enroll in the Electronic Services and is responsible for the acts of any joint account holder. Anyone enrolling represents that he or she is the primary account holder and is authorized to enroll in the Service. Anyone using the Electronic Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. For business and organizational accounts, the Electronic Services may be established by any authorized user of the account holder. Any joint account holder or an authorized user, acting alone, may effect transactions through the Electronic Services.

1. Electronic Services

a. *VISA Debit Card.* You may use your VISA Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service or may terminate all services under the Agreement. There is a \$1,500 daily purchase limit, \$350 daily PIN based purchase limit and \$350 cash withdrawal limit for Debit Card transactions. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

b. *Online Banking Service.* Upon approval, you may use a computer to access your accounts with the online banking (Online Banking) service. You must use your member number along with your security code or access code to access your accounts. Online Banking is accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a personal computer and a web browser (such as Google Chrome, Mozilla Firefox, Safari, etc.). The online address for Online Banking is www.coopfcu.org. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer.

i. *Services.* At the present time, you may use Online Banking to:

- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments;
- Review savings and checking account balance, transaction history and dividend information;
- Review loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges (excluding mortgages);
- Review available copies of cleared checks, e-statements and tax information;
- Request withdrawals from a savings or checking accounts by check mailed to you;
- Make bill payments from your checking account using the Bill Pay service;
- Communicate with the Credit Union using electronic mail (E-mail); and
- Update address, phone and email address.

Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.

ii. *Service Limitations.* The following limitations and requirements on Online Banking transactions may apply:

Transaction Authorization. You authorize us to debit your account for any transactions processed through Online Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry

or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was

Transfers. You may make funds transfers between accounts of yours as often as you like. There is a maximum transaction limit of \$4,999.99 per transaction. Transfers from your savings, or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.

Secure Messaging. You may use the secure messaging function within Online Banking to send messages to us during business hours.. The secure messaging function may be used to initiate a transfer on your account. The Credit Union may not immediately receive messaging communications sent by you; therefore, the Credit Union will not take action on transaction requests. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at the telephone number set forth below.

c. Bill Pay Services. When you apply for bill payment service (Bill Pay) you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

i. Bill Pay Transactions. You authorize us to process Bill Pay transactions from your checking account. You or any persons who you have authorized to use your Bill Pay service or Access code can perform the following Bill Pay transactions:

- **Make Bill Payments.** Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- **Obtain Information.** Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- **Bill Pay Payment Transactions.** You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

ii. Payment Transactions. You may use Bill Pay to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's transfer date. Payments can be canceled or changed through Bill Pay by 1:30 pm PST. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue until a specific date.

iii. Number and Authorized Payees. There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

iv. Processing Bill Pay Transactions. The amount of your requested bill payment will be deducted from your account on the Scheduled Payment Date. A maximum dollar limit of \$10,000 per transaction. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. It is your responsibility to schedule your Bill Pay transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Pay transactions at least seven (7) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Pay transaction. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction

that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request the payment will not be processed. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

v. *Canceling or Changing Bill Pay Transactions.* Payments designated as Single transactions cannot be stopped, canceled or changed once a payment is withdrawn from the account. You may cancel Recurring Bill Pay transactions by following the Bill Pay instructions by 1:30 pm PST on the day the payment is scheduled. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before 1:30 pm PST. If your transaction is not canceled in a timely manner, you will be responsible for the payment. You may call the Credit Union at the telephone number set forth below to request a stop payment. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.

d. *Mobile Banking Services.* Mobile Banking is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

i. *Mobile Banking Transactions.* At the present time, you may use Mobile Banking to:

- Transfer funds between your savings, checking, and loan accounts, as allowed, including loan payments (maximum of \$4,999.99 per transaction);
- Review savings and checking account balance, transaction history and dividend information;
- Review loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges (excluding mortgages); and
- Review available copies of cleared checks.

The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking enrollment website at www.coopfcu.org. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

ii. *Use of Services.* Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your Wireless Device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Banking service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

iii. *Access to Accounts.* By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iv. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

v. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

vi. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

vii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

viii. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

ix. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

e. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Conditions of Card Use

The use of your Card and Account are subject to the following conditions:

a. *Ownership of Cards.* Any Card or other device which we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card), immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

b. *Honoring the Card.* Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c. *Security Access Code.* The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Online Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

d. *Foreign Transactions.* Purchases and cash advances made in foreign countries will be billed to you in US dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. If there is a currency conversion, you will be charged a foreign transaction fee of 1% of the transaction amount for any card transaction made in a foreign country.

e. *Illegal Use of Internet Gambling.* You agree that all transactions that you initiate by use of your VISA Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Debit Card.

f. *Non-VISA Debit Card Transactions Processing.* We have enabled non-VISA Debit transaction processing. This means you may use your VISA Debit Card on a PIN-Debit Network (a non-VISA network) without using a PIN. The non-VISA Debit network(s) for which such transactions are enabled are the STAR Network. Examples of the types of actions that you may be required to make to initiate a VISA transaction on your VISA Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to VISA transactions are not applicable to non-VISA transactions. For example, the additional limits on liability (sometimes referred to as VISA's zero-liability program) and the streamlined error resolution procedures offered on VISA Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network and the liability rules for other EFTs in the Section 3 Member Liability will apply. VISA rules generally define PIN-Debit Network as a non-VISA Debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card.

3. Member Liability

You are responsible for all transfers you authorize using Electronic Services under this Agreement. If you permit other persons to use an Electronic service, Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, access codes and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission. When you give someone your access code, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 510.845.6428 or toll free at 877.599.9586; or write: Cooperative Center Federal Credit Union, 2001 Ashby Ave., Berkeley, CA 94703.

4. Fees

There are certain fees for electronic fund transfer services as set forth in the Rates and Fee Schedules, which is incorporated herein. From time to time, the fees may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

5. Right to Receive Documentation

Transfers and withdrawals transacted through any electronic service will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed to you or an electronic statement is available for your access. Images of Credit Union checks cashed at a Credit Union branch or checks that are returned are not available for viewing in Online Banking service.

6. Preauthorized Electronic Fund Transfers

a. Cancellation Rights. If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time up to three (3) business days before the scheduled date of the transfer. This request may be made in person or in writing. If you order us to cancel one of these payments three (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 only if accurate information was provided to us.

b. Notice of Varying Amount. If these regular payments may vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

c. Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rates and Fee Schedules. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

7. Credit Union's Liability for Failure to Make Transfers

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Electronic Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a

transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

8. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

9. Termination of Electronic Fund Transfer Services

You agree that we may terminate this Agreement and your electronic fund transfer services, if you or any authorized user of your electronic fund transfer services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.