



Online Banking Service Agreement

In exchange for being granted access to Online Banking through the World Wide Web, I(we) agree to legally be bound by the following terms and conditions: **LIABILITY FOR UNAUTHORIZED TRANSACTION:** I agree to contact you at once if I believe my Online Banking login credentials have been compromised or money is missing from my account(s). I also agree that if my monthly statement shows transactions which I did not make, and I do not contact you within sixty (60) days after the statement was mailed, I may not get any money lost after that time. **I AGREE IF I GIVE MY Online Banking login credentials TO SOMEONE ELSE TO USE, I AM RESPONSIBLE FOR ANY USE BY THEM.** **DEPOSITS:** I agree that when I deposit a check, share draft or other non-cash item, you have the right to collect those funds before you make the money available to me. If I deliver cash, checks or other items to an ATM operated by another financial institution for transmission to you for deposit in my account, I agree that my account does not have to be credited with that deposit until such time as the deposit is actually received and the funds are collected. **DISCLOSURES:** I hereby acknowledge receipt of the disclosure statement informing me of my rights under the Electronic Fund Transfer Act and a copy of this Agreement. I agree that I will not use my Online Banking access for any transaction that is illegal under applicable federal, state or local law. Such use would constitute default and/or breach of contract and may result in termination of service.

The Credit Union has the right to amend, change or cancel the services or access offered. The Credit Union will notify you at least twenty-one (21) days before a change will take effect, if it will cause you greater costs or liability or if it will limit your ability to engage in electronic payments or deposits. The Credit Union does not have to notify you in advance, however notification will be provided if the change is necessary for security reasons.

Disclosure Statement

Types of Services Available

The following information describes the types of services and electronic funds transfers which are available to members through Online Banking and your rights and responsibilities concerning those transactions, including your rights under the Electronic Funds Transfer Act. You may want to print or save this document for future reference. Please read this document carefully. Some of the information may not pertain to you. With your Online Banking login credentials and access to the World Wide Web, you may access the following features at any time 24 hours per day: account balance inquiries, account and loan transaction history inquiries, view check images, view statements, submit a stop payment on a check, send a secure message to the Credit Union and search for Branch/ATM Locations.

Types of Electronic Fund Transfers Available

Electronic Funds Transfer: An Electronic Funds Transfer (EFT) is any transaction involving funds initiated through an electronic terminal, telephone line, computer or magnetic tape authorizing the Credit Union to debit or credit your account.

With your Online Banking login credentials and access to the World Wide Web, you may make the following transactions at any time 24 hours per day: transfer funds between your accounts, transfer funds to another Credit Union member, make a payment to your Credit Union loans or credit card account, make bill payments, deposit checks with a mobile device, pay a person directly to their non-credit union account or debit card, and transfer funds from accounts at other credit unions or banks.

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

Communications Link and Your Equipment

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service. We recommend that you install industry standard anti-virus and/or anti-malware software

on your equipment and take precautions to secure your personal network. We do not recommend accessing your online banking service on public Wi-Fi or untrusted networks.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on Online Funds Transfers

Limitations on the frequency and dollar amounts of transactions made to and from your account(s) are: Withdrawals, payments and transfers from an account are limited to the available funds in the account. Regulation D requires that no more than six (6) preauthorized automatic, audio response, telephone, or internet transfers may be made from your money market deposit accounts or savings deposit accounts during any one month. A total of only three of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Online Banking does not permit withdrawals or transfers to or from Individual Retirement Accounts, Certificate Accounts, or Escrow accounts. Mortgage loan payments must be equal to or greater than the scheduled payment amount.

Consumer Liability

For Unauthorized Transfers: CONTACT US AT ONCE if you believe your Online Banking login credentials have been compromised. Telephoning is the best way to control your loss. Notice of unauthorized use must be confirmed in writing. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your access device without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access device, and we can prove we could have stopped someone from using your access device without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we may extend the time periods.

IN THE EVENT OF A LOSS OR AN UNAUTHORIZED TRANSFER, ERRORS OR QUESTIONS ABOUT YOUR EFTs

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may call or write:

Sun Community Federal Credit Union
Telephone: Local: (760) 337-4200, International Toll Free: 800-404-3323
Mailing Address: P.O. Box 4210 El Centro, CA 92244-4210

You must provide us with the following: a) Your name and account number; b) Description of the error you are unsure about and why you believe it is an error or why you need more information; c) The dollar amount of the suspected error. If you tell us verbally, we will require that you send us your complaint in writing within ten (10) business days or we may not credit your account. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation. If the alleged error pertains to a point of sale or a transaction initiated outside of the United States or Puerto Rico, the forty-five (45) calendar days become 90 calendar days. If the alleged error occurs within the first 30 days of the opening and depositing to a new account the 10 business days become 20 and the 45 calendar days become 90. If we decide there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in the investigation.

Online Funds Transfers Processing Times

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Internal Transfer Cut-off Time – 11:00 PM Pacific

External Transfer Cut-off Time – 3:00 PM Pacific

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Charges

Online Banking: There are no monthly charges to maintain your Online Banking Access.

Bill Payment: There are no monthly charges to maintain your Bill Payment.

Preauthorized Payments: The Credit Union will charge your account if it must dishonor a preauthorized transfer from your account due to insufficient funds or if a stop payment order is received.

Disclosure of Account Information to Third Parties

Information about your account is confidential. We will not disclose such information to third parties except where necessary to complete a transfer, to report or confirm the condition of your account for a credit bureau, or in order to comply with a government agency, or court order or if you give us your written permission.

Deposit and Payment Information

Deposits and payments made at the terminal are posted to your account(s) according to the rules and regulations of those account(s).

Receipts and Statements

1. You will receive a confirmation screen with a reference number at the time you complete a transfer. You may save or print this confirmation for your records. 2. You will receive a statement monthly unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance: 1. there are insufficient funds in your account to complete the transaction through no fault of ours; 2. the funds in your account are uncollected; 3. the funds in your account are subject to legal process; 4. the transaction you request would exceed the funds in your account plus any available over draft credit; 5. we have reason to believe that the transaction requested is unauthorized; 6. the failure is due to an equipment breakdown which you knew about when you started the transaction at the terminal; 7. the transaction would exceed security limitations; 8. If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken. 9. If any transfer would go over the credit limit of any account. 10. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction. 11. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from an actual error despite our procedures to avoid such errors. *The fee disclosure can be viewed at our website: www.suncommunityfcu.org

Limitation of Services

The Credit Union reserves the right to suspend, restrict, deny or terminate account services and activity, including the placement of an administrative hold (freeze) on account proceeds, or take such other actions as deemed necessary under the circumstances. Account Holder(s) agree(s) to indemnify and hold the Credit Union harmless from and against all claims, actions, damages, losses, and expenses, including attorneys' fees, as a result of any action or inaction taken in relation to the matters described here.

Additional Terms and Conditions

To use our Online Banking service, you must use the login credentials established by you, following the Credit Union's login credential policies. Keep them confidential to prevent unauthorized use or loss to your accounts. Each joint owner appearing on your Share Savings Account, regardless of whether his or her name appears on your Share Draft account, Certificates, IRA account, and Loan Accounts will have access to information associated with those accounts. This includes joint owners presently on your Share Savings Account and joint owners added in the future. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your password. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

Protecting Your Personal Information

In addition to protecting your login credentials (username, password and secure access codes), you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same

level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Use of TouchID on an Apple Device

Please note, if you opt to use the TouchID feature of the mobile application on an Apple device, it is not recommended to register multiple user fingerprints on the device. Doing so could allow another user to access your online banking service from your Apple device.

Overdrawing your account

You agree that you will not use Online Banking to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Credit Union immediately upon request and the current fee for overdrafts. This paragraph does not apply to any action in connection with any line of credit account. In such cases, the line of credit agreement will govern these costs. The Credit Union shall have as security for the payment of all indebtedness now and in the future owing any of the account owners to the Credit Union (whether direct or indirect), a security interest in all amounts credited to the savings account, on all checks, drafts and other items delivered for collection by, for, or through any of the account owners. The Credit Union, without prior notice or demand, may charge such indebtedness against the savings account whenever the Credit Union believes that prospect of payment is impaired.

Changing Terms and Terminating This Agreement

This agreement will stay in effect until it is changed or terminated. We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for 180 days. We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

Notices and Communications

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

Attorney Fees

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law. Law That Applies: Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America the internal law of the State of California. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Other Services

We may provide you other services through our on-line banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.