

Friends and Family Credit Union, Inc.

TERMS OF USE FOR MOBILE BANKING

Last Amended Date: June 26, 2015

Welcome! In order to enroll in and use the mobile banking application and access the Services (whether the Services are made available by us or by or through another payment network that connects to the Services), you must first agree to these Terms of Use. Your enrollment in and access to the Services by installing the mobile application is expressly subject to these Terms of Use and any additional terms and conditions that appear on your screen when you enroll in or access the Services. Your enrollment in mobile banking and access to the Services, or any part of the Services, is subject, at all times, to our approval.

Please read these Terms of Use carefully before enrolling in the mobile banking application or accessing the Services. By clicking "I Accept" at the end of these Terms of Use or enrolling in mobile banking or accessing the Services, you, jointly and severally if there is more than one person meeting the definition of "you" below, are confirming that you have carefully read them, that you are of sufficient legal age to install the mobile banking application, access the Services and conduct transactions, and that you are agreeing to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not install or enroll in the mobile banking application or access the Services.

1. Definitions. In addition to other terms defined elsewhere in these Terms of Use, the following terminology applies to these Terms of Use: "You", "your" and "yourself" and other similar terms mean the person installing or enrolling in the mobile banking application, or accessing the Services, or conducting transactions using the Services, any joint owners on the Accounts, anyone else authorized by you to do any of the foregoing, and with respect to the RDC (Remote Deposit Capture) Service, anyone having control over the deposit of checks to your Accounts. "We", "our", "us" and similar terms mean your credit union that makes available the mobile banking application and provides the Services and also includes third parties with whom we partner or have contracts with to make available the Services. "CO-OP Financial Services" means the third party service provider that licenses or sublicenses technology including the mobile banking application and other functionality to us to make the Services available to you. CO-OP Financial Services is not the provider of any of the financial services accessible by you through the mobile banking application. "Financial Institution" means a United States federal or state regulated financial institution and includes us and any financial institution that holds your Account(s) or that makes payments to your Account from a third party's Account. "Account(s)" means, as the context requires, a deposit, share, loan, or line of credit account held at a Financial Institution. "Business Account" means an Account established primarily for business purposes and not primarily for personal, family, or household purposes. "**Business Days**" means for purposes of these Terms of Use, Monday through Friday, excluding all Federal Reserve recognized holidays. "RDC Service" or "RDC" (Remote Deposit Capture) Service means the functionality available through the Services that allows you to make a check deposit to your Account electronically through a mobile device by creating an electronic

image of a paper check which is also called an “Item.” “Services” means the financial services and functionalities used in connection with the financial services made available and permitted by us, from time to time, through the mobile banking application. As of the Last Amended Date, the Services accessible for transactions through the mobile banking application are: balance inquiries, certain transaction history, transfers between your Accounts enrolled in your wallet, CO-OP Locator Services, and loan payments,[text banking, payments to and from Accounts of others and transfers to your Accounts at other Financial Institutions through RealPay by CO-OP, and the RDC Service].

2. Ownership, License and Copyright Notice. CO-OP Financial Services is the owner, or licensee, or sublicensee of all right, title, and interest in and to the software and proprietary technology for the mobile banking application and the functionality used for the Services including, but not limited to, any accompanying user documentation and all subsequent copies, updates, or versions of the mobile banking application and its functionality used for the Services and documentation, regardless of the media or form in which they may exist. Subject to these Terms of Use, you are hereby granted a personal, nonexclusive, nontransferable, limited sublicense to install and enroll in the mobile banking application, and to access the Services in accordance with these Terms of Use for the sole purpose of conducting authorized transactions in, to, or from your Accounts. This sublicense does not allow you to install the mobile banking application on any mobile device you do not own or control, and you may not distribute or make the mobile banking application available over a network where it could be used by multiple devices at the same time. All rights not expressly granted to you by these Terms of Use are hereby reserved by CO-OP Financial Services or its licensors. Nothing in this sublicense will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the mobile banking application or the Services. Any provision of the foregoing by us or a third party service provider is at our sole discretion and does not obligate us or any third party service provider to provide future assistance. The foregoing sublicense and these Terms of Use will govern any updates or upgrades provided by us that replace or supplement the original mobile banking application and functionality unless at the time you access the mobile banking application there is a separate or new sublicense or terms of use in which case the most recent sublicense and terms of use will govern. Copyright and other relevant intellectual property rights exist on all content relating to the mobile banking application and the Services. Unless otherwise indicated, the full content of the mobile banking application is owned by CO-OP Financial Services or its licensors who have authorized use and sublicensing by CO-OP Financial Services. The brand names and specific services of the companies featured on or linked to the mobile banking application are trademarked or service marked by those companies.

3. Enrollment. Enrolling in the mobile banking application to use the Services involves providing certain information about you and your Accounts, as requested on the enrollment screens. We will use this information to confirm your identity at enrollment and to authorize transactions or receive payments made to you from senders’ Accounts.

As a convenience to you, a profile for you will be created based on the enrollment information you provide. The information you provide and any profile created for you will be protected as described in our Privacy Policy available on our website and mobile

application. Certain information you provide at enrollment will be used by us to confirm your identity when you authenticate or login to the mobile application at a future time to access the Services, conduct transactions, or when you receive payments made to you through the Services.

4. Availability of the Services. Subject to these Terms of Use, you will generally be able to access the mobile application and the Services 7 days a week, 24 hours a day, but at certain times the mobile application or the Services may not be available due to system maintenance or circumstances beyond our control. We may not be able to provide you with advance notice of the unavailability of the mobile application or Services.

5. Limitations on Transfers Between Your Accounts. All transfers between your Accounts are subject to any limitations on the number and dollar amount that we have separately disclosed to you. Further, all such transfers may be subject to the Federal Reserve Board's Regulation D limitations.

6. You Agree to the Following When Installing or enrolling in the Mobile Application or Accessing the Services.

(a) You represent that you are of sufficient legal age to install and enroll in the mobile application, access the Services, and to create binding legal obligations for any liability you incur as a result of doing any of the foregoing. Except as otherwise provided by Applicable Law, you understand that you are financially responsible for every access to the mobile application and the Services, including conducting transactions, by you and those who are authorized by you to use the data and information you provide to them to enable them to login to the mobile application, access the Services, and conduct transactions including, without limitation, your password, verification information, and Account information. You will only install and enroll in the mobile application and access the Services for yourself and not for any other person.

(b) If an Account is owned by more than one person or has more than one person authorized to transact business in the Account, you agree that each such person individually has the right to enroll the Account in the Services, access the Services to conduct transactions in the Account, including receiving and sending payments to and from the Account, transact business in the Account, provide us with instructions for transactions in the Account, make any decision, obtain any information, or make any request associated with the Account or the Services, to the extent permitted by your agreement with us covering the Account. Specifically, we may rely and act on the instructions of any such person without incurring liability to you. All transactions that such person performs in the Account or when accessing the Services, including those you do not want or intend, are transactions authorized by you, and you, not us, are solely responsible for them. You further agree that any requirement of verifying two or more signatures on any Item, such as checks, will not apply to transactions conducted by accessing the Services and that we will have no liability for such transactions without the requisite verification. This means that any authorized signer on your Account is authorized by you to individually make a transfer or payment from the Account by accessing the Services even though that person's authority to otherwise make a transfer or withdraw funds by other means (e.g., check)

must be exercised jointly with you or other persons. This provision controls and supersedes any conflicting provisions in any other agreements you may have with us.

(c) You agree that all of the information you provide in the enrollment process and at all other times is accurate, current, complete, and true. You agree to notify us at any time the information you provide is no longer current, accurate, complete, or true, and that it is your sole responsibility to keep all such information promptly updated with us. If you provide inaccurate, incomplete or false information, or we reasonably suspect that the information you have provided is inaccurate, incomplete, or false, your ability to log in to the mobile application and/or access all or some of the Services may be suspended or terminated without notice.

(d) You are responsible for maintaining the confidentiality of any information you provide during the enrollment process and at all other times including, without limitation, your password, enrollment data, other verification information established by you, Account information, and all transactions and other activities that occur using your password, enrollment data, or other verification information and Account information, whether supplied to you by us or provided by you during the enrollment process. You assume full responsibility for the consequences of any unauthorized use of or access to the mobile banking application or the Services, or disclosure of any confidential information or instructions provided by you.

(e) You may not, and you agree not to, transfer or assign your access to the mobile banking application or the Services to any third party.

(f) Without our written consent, you may not install or enroll in the mobile banking application, or access the Services to operate or engage in any business regulated by the Financial Crimes Enforcement Network ("FinGen") including the money services business. You may not install or enroll in the mobile application, or access the Services to engage in any transaction involving virtual currency including the purchase and sale of virtual currency, or to provide a marketplace, broker, and/or exchange for virtual currency.

(g) You are responsible for any and all charges including, but not limited to, fees associated with installing or enrolling in the mobile application, or accessing the Services, and those fees that are otherwise applicable to your Account(s).

(h) You understand that balances provided for your Account(s) may not include recent or pending transactions (whether or not conducted accessing the Services) that have not yet posted to your Account, and that other restrictions and fees may apply.

(i) The mobile banking application and the Services are provided for your convenience, and any information about your Accounts that you receive when accessing the Services does not replace your periodic account statement(s) that we send to you, which is the official record of your Accounts.

(j) You agree to indemnify, defend, and hold us, and third party service providers, and ours and their respective directors, officers, employees and agents, harmless from and against any and all claims, liability, damages, costs, and expenses, including reasonable attorneys' fees, penalties, and fines that result from or arise out of (i) your violation of these Terms of

Use, or your unauthorized or misuse of the mobile banking application or the Services, or breach of any promises, agreements, or warranties; (ii) your installation of, enrollment in the mobile banking application, and access to the Services and transactions conducted; (iii) failed, delayed, or misdirected delivery of any information sent using the mobile banking application or the Services; (iv) any errors in information sent through the mobile banking application or the Services; (v) any action you may or may not take in reliance on information provided through or by the mobile banking application or the Services; (vi) any action we or third party service providers take on any one of your transactions, or which result, directly or indirectly, in whole or in part, from your use of or access to the mobile banking application and the Services, and performance of transactions or receipt of funds via the Services; (vii) any disclosure of information provided by you including, without limitation, your Account information to third parties resulting from you installing or enrolling in the mobile banking application, or your access to the Services; (viii) accepting a check image and providing provisional credit to your Account based on the check image; (ix) any willful misconduct, fraud, criminal activity, intentional tort, or negligence committed by you using or involving the mobile banking application or the Services; and (x) any transmission or instruction, whether or not authorized, acted upon by us or third party service providers in good faith. You authorize us to charge your Account for the amount of any demand, claim, or suit that constitutes a breach of warranty claim under the Uniform Commercial Code. Your obligation under this paragraph shall survive termination of your access to the mobile banking application, the Services, and these Terms of Use. Without limiting the generality of the foregoing, we and third party service providers are excused from failing to act or delay in acting, and any failure or delay does not constitute a breach of these Terms of Use, or otherwise give rise to any liability by us or third party service providers if (i) the failure or delay arises out of legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute, or other causes beyond our or third party service provider's control, or (ii) we or a third party service provider believe our/its respective action would violate any guideline, rule, or regulation of any government authority.

(k) We may amend, modify, or cancel these Terms of Use, the Services, the mobile banking application, or any of its features or functionality at any time and without notice to you. You agree that your continued access to the mobile banking application or the Services constitutes your agreement to the change or modification. Amendments will be effective the date of posting on the mobile banking application as shown in the Terms of Use or elsewhere as noticed to you when you log on to the mobile banking application. You may be required to confirm your agreement to any amendments for continued access, but in the event you are not required to do so, and you access the mobile banking application or the Services without confirming your agreement to any amendments, your access of the mobile application or the Services confirms your agreement to any amendments.

(l) You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. In case of unauthorized access to your device or your telecommunications service, or any other compromise of the security for your device on which you have installed the mobile banking application to access the Services, you agree to immediately cancel your enrollment associated with the

compromised device by calling the telephone number located on our website or the Contact Us section of the mobile banking application. Neither we, nor CO-OP Financial Services, nor any service provider will be liable for any access to the mobile banking application or the Services, or transactions conducted using a device that has been compromised.

(m) We will only be responsible for acting on instructions sent through the mobile banking application or the Services that are actually received by us.

(n) You are solely responsible for the selection, installation, maintenance, and operation of your device and connection to a wireless carrier.

(o) By installing the mobile banking application, accessing the Services, or conducting transactions, you agree not to:

i. impersonate any person or entity;

ii. upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment;

iii. spam or flood the mobile banking application or the Services;

iv. reproduce, modify, unbundle, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble, or create derivative works of any portion of the mobile banking application, the Services, or the software used in connection with the Services;

v. remove any copyright, trademark, or other proprietary rights or notices contained on the mobile banking application or in the content of the Services;

vi. "frame" or "mirror" any part of the mobile application or the Services;

vii. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the mobile banking application or the Services, or the contents of either;

viii. otherwise interfere with, or disrupt, the mobile banking application, the Services, or servers or networks connected to the mobile banking application or the Services, or violate these Terms of Use or any requirements, procedures, policies, or regulations applicable to the mobile banking application or the Services, or of any networks connected to the mobile banking application or the Services;

ix. intentionally or unintentionally violate any applicable local, state, federal, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by us (all of which shall constitute "Applicable Law") in connection with your installation of or enrollment in the mobile banking application or access to the Services or conducting transactions.

(p) You may be required to reconfirm your agreement to these Terms of Use at any time to continue accessing the mobile banking application or the Services, or agree to a new

version of these Terms of Use at any time prior to accessing the mobile banking application or the Services.

(q) By using the mobile banking application and the Services, you acknowledge and agree that we or a third party service provider may collect and use technical data and related information including, but not limited to, technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the mobile banking application or the Services.

7. Termination. You may terminate your use of, enrollment in, and access to the mobile banking application and the Services at any time by deleting or uninstalling the mobile banking application from your mobile device. When you delete your access to the mobile banking application you delete your access to the Services and all information available through the Services. If you provide us with notice of termination, termination may be effective immediately or at a later time after we have had a reasonable opportunity to act on your notice. You would have to re-install the mobile banking application and re-enroll to access the Services in the future. We may ask you to put any verbal notice in writing before acting upon it. You will remain responsible, however, for transactions conducted and fees incurred using the mobile banking application on the device on which it is installed to the extent your liability is not prohibited by Applicable Law.

We may suspend or terminate your enrollment in the mobile banking application or your access to any or all of the Services at any time (a) upon written notice to you for any reason or for no reason at all, or (b) immediately without notice in the event of suspected fraud with respect to your installation of or enrollment in the mobile banking application, or your access to the Services or your Accounts, or in the event you otherwise violate these Terms of Use, or if you fail to access the mobile banking application or the Services for a reasonable period of time. Notwithstanding such termination, these Terms of Use shall remain in effect in respect of any transaction occurring prior to such termination. Upon suspension or termination of your use of the mobile banking application, or access to the Services (a) you will immediately delete or uninstall and cease accessing the mobile banking application and the Services, and (b) you will promptly remit all unpaid monies due under these Terms of Use in relation to your Accounts or otherwise to us.

Unless prohibited by law, after you receive notice of suspension or termination from us you will remain responsible for all transactions conducted by using the mobile banking application on your device or accessing the Services under your username and password or other authenticating information until such access has been effectively terminated by us.

8. How We Communicate with You. These Terms of Use also govern communications you receive from us such as notices and information regarding transactions you conduct using the Services, using the mobile banking application, your access to the services, information about your Accounts with us, Payment Notifications and reminders concerning payments that a sender has instructed his/her credit union to pay to your Account using RealPay by CO-OP, and disclosures, notices and other information that we are required by Applicable Law to send to you related to the mobile banking application and the Services (collectively "Information"). Such communications may be via phone calls including to

mobile phone numbers, text messaging, and email. When requested, for purposes of using the mobile banking application or enrolling in and accessing the Services, you agree to provide us with a valid mobile phone number and/or email address for which you are the subscriber (and the email address is not an official unsubscribe list) so that we may send you Information . This request may be when you install the mobile banking application, when you enroll in the mobile banking application, or when you access certain Services. We will determine what Information to send you based on the Services accessed. When you provide us with your mobile phone number and/or an email address, either when you install or enroll in the mobile banking application or access the Services or at any other time, you are (a) providing your express consent to receive communications about your Accounts in relation to the Services, transactions conducted through the Services including Payment Notifications and reminders about Payment Notifications, and/or your access to the Services from us via phone calls or text messages to the mobile phone number or email to your email address that you provided when requested through the mobile banking application, or at any later time, or the mobile phone number or email address that appears in your profile or that you provided to us at another time; (b) agreeing that we will determine in our sole discretion whether to send you a text message, email, or make a phone call to you; (c) providing your express consent that we may call your mobile phone number using pre-recorded/artificial voice messages and/or through the use of an automatic telephone dialing system; (d) providing your express consent that text messages may be sent to your mobile phone number through the use of an automatic telephone dialing system; (e) agreeing that, subject to your mobile phone plan, calls to your mobile phone number and text messaging and data fees may apply to you and that you, and not us or any involved Financial Institution or any involved third party network, are solely responsible for any charges for calls, text or data fees billed to you by your mobile phone provider in relation to your access of to the Services; ; (f) representing and warranting that you are the subscriber to the mobile phone number you provide to us and that appears in your profile and that if your mobile number changes or you are no longer the subscriber to the mobile number you provided to us you agree to update your mobile number in the “Manage Accounts” link in the mobile application; (g) agreeing that your wireless provider or Internet service provider is acting as your agent in this capacity; (h) agreeing that the text messages and emails are subject to the terms and conditions of your wireless provider and Internet service provider and that text messages and emails may not be encrypted; (i) agreeing that, in our discretion, text messages may be sent to the mobile phone number we have on file for you or the mobile phone number that the sender of payments to your Account sending Payment Notifications and reminders of Payment Notifications and you are representing and warranting that you are the subscriber of those mobile phone numbers and authorized to give the foregoing consents; (j) agreeing that text messages can be delivered to your mobile phone whether or not you are logged into the mobile banking application on your mobile phone and whether or not your mobile phone is in locked or sleep mode, or turned off.

With respect to our text banking service only, if you want to stop receiving text messages from us you must respond to our text by texting “STOP,” and we will stop sending you text messages as soon as we can reasonably act on your instruction.

You agree to hold us and third party service providers harmless, and release us and them from any liability in connection with text messages and emails that fail to be delivered to you.

We will never send you a text or email message that asks to you supply any sensitive personal or financial information such as your social security number or your account number. If you receive such a request, do not respond to it and contact us immediately. In the event the mobile device you have installed the mobile banking application on is lost or stolen, you agree to update your enrollment information and do all things necessary to disable the device.

You agree to notify us at any time if the information you provide or that the sender of a Payment Notification provides, including your mobile phone number and email address, is no longer current, accurate, complete, or true, and that you will keep all such information promptly updated with us.

9. Consent to Receive Electronic Communications and Information We Send You.

Unless otherwise required by Applicable Law, by accepting these Terms of Use, you agree that any written information that we are required to provide to you may, at our option, be sent electronically either:

(i) to the most recent email address you have provided to us; or

(ii) by posting the information and sending you a notice to your email address telling you that the information has been posted and providing instructions on how to view it.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on the mobile banking application or our website. You may receive a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us via phone or email which phone number and email address are located on our website or under the Contact Us section of the mobile banking application.

We reserve the right to terminate your use of the Services if you withdraw your consent to receive electronic communications from us.

Any information you receive electronically or otherwise from us concerning the mobile banking application, the Services, or transactions conducted by accessing the Services is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or any investment or other decision you make using this information. Any notice we send you, whether orally, electronically, or in writing is effective when sent to you regardless of when, whether or not you actually receive the information. If there is more than one owner on your Account, a notice to any one owner serves as the notice to all other owners.

10. Hardware and Software Requirements for Receiving Electronic Communications.

You must satisfy the following hardware and software requirements for receiving electronic communications, including disclosures, from us. While you may be able to

access and retain the electronic communications using other hardware and software, we do not recommend this as we currently only support the following minimum requirements: For downloading and installing the mobile banking application and accessing the Services through a mobile device:

A mobile device with a compatible operating system, such as:

iOS 5 and higher

Android OS 4.0 and higher for mobile handsets

Android OS 4.0 and higher for tablets

Mobile Web Access:

Access to the Internet using the default browsers included by your mobile device manufacturer; or

The latest mobile banking application compatible with your device platform

A valid email account with adequate storage to save communications delivered electronically or a printer to print the communications

A valid mobile phone number

11. Communications You Send to Us. Any notice you send us will not be effective until we actually receive it and have a reasonable opportunity to act on it. You can contact us by calling the phone number shown on the mobile application or on our website or write us at our address shown on the mobile application or on our website.

12. OUR DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER MAKES ANY REPRESENTATIONS OR WARRANTIES ABOUT THE MOBILE BANKING APPLICATION, THE SERVICES, OR TRANSACTIONS YOU CONDUCT ACCESSING THE SERVICES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES WHICH MAY BE MADE BY ANY AFFILIATE OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS WITH RESPECT TO THE MOBILE BANKING APPLICATION, THE SERVICES, OR TRANSACTIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THE SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY STATED HEREIN OR AS REQUIRED BY LAW, YOUR DOWNLOADING AND INSTALLATION OF THE MOBILE BANKING APPLICATION AND YOUR ENROLLMENT IN AND ACCESS TO THE SERVICES IS AT YOUR SOLE RISK, AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND EFFORT IN DOWNLOADING AND INSTALLING THE MOBILE BANKING APPLICATION AND ENROLLING IN AND ACCESSING

THE SERVICES IS WITH YOU. THE MOBILE BANKING APPLICATION, THE SERVICES, AND THE INFORMATION CONTAINED IN THE MOBILE BANKING APPLICATION, OR OBTAINED BY ENROLLING IN AND ACCESSING THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "WHERE AVAILABLE" BASIS.

NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM DOWNLOADING AND INSTALLING THE MOBILE BANKING APPLICATION AND ENROLLING IN OR ACCESSING THE SERVICES, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION, TRANSACTIONS, SERVICE, OR PRODUCTS PROVIDED THROUGH THE MOBILE BANKING APPLICATION OR THE SERVICES. YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS, AND YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS WHEN DOWNLOADING AND INSTALLING THE MOBILE BANKING APPLICATION OR ENROLLING IN OR ACCESSING THE SERVICES, NOR THE ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, ANY FEDERAL RESERVE FINANCIAL INSTITUTION, AUTOMATED CLEARINGHOUSE OR TRANSMISSION, INFORMATION OR COMMUNICATIONS FACILITY, ANY RECEIVER, BENEFICIARY, INTERMEDIARY FINANCIAL INSTITUTION, OR RECEIVING DEPOSITORY FINANCIAL INSTITUTION, AND NO SUCH PERSON OR ENTITY SHALL BE DEEMED OUR AGENT.

13. OUR LIMIT OF LIABILITY. NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OR OTHERWISE (a) FOR ANY LOSS OR DAMAGE YOU SUFFER DUE TO AN INTERRUPTION IN THE SERVICES, (b) RESULTING FROM THE ACT OR OMISSION OF ANY THIRD PARTY, (c) FROM ANY OTHER CAUSE BEYOND OUR OR ANY THIRD PARTY SERVICE PROVIDER'S CONTROL, (d) FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THE MOBILE BANKING APPLICATION OR THE SERVICES, OR (e) ARISING OUT OF OR IN CONNECTION WITH YOUR DOWNLOADING AND INSTALLATION OF THE MOBILE BANKING APPLICATION, OR ENROLLMENT IN OR ACCESS TO THE SERVICES. THIS INCLUDES, WITHOUT LIMITATION, LIABILITY FOR DIRECT LOSS, LOSS OF BUSINESS OR PROFITS, DAMAGE CAUSED TO YOUR MOBILE DEVICE, COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS, TELEPHONE SERVICE AND THE DATA THEREON, OR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHETHER OR NOT WE OR ANY THIRD PARTY SERVICE PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE TERMS OF USE, WE AND ANY THIRD PARTY SERVICE PROVIDER WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

IN PROVIDING ENROLLMENT IN AND ACCESS TO THE SERVICES, WE ARE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES PROVIDED BY YOU IN CONNECTION WITH YOUR DOWNLOADING AND INSTALLATION OF

THE MOBILE BANKING APPLICATION, AND ENROLLMENT IN AND ACCESS TO THE SERVICES AND THESE TERMS OF USE, AND WE SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF. UNLESS WE FAIL TO EXERCISE DUE CARE IN THE HANDLING OF YOUR CONFIDENTIAL INFORMATION, NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE LIABLE TO YOU FOR ANY LOSS INCURRED OR DAMAGE SUFFERED BY YOU BY REASON OR IN CONSEQUENCE OF ANY UNAUTHORIZED PERSON GAINING ACCESS TO OR OTHERWISE MAKING USE OF THE MOBILE BANKING APPLICATION OR THE SERVICES. THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES. YOU ASSUME FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ANY MISUSE OR UNAUTHORIZED USE OF, OR ACCESS TO THE MOBILE BANKING APPLICATION OR THE SERVICES, OR DISCLOSURE OF YOUR CONFIDENTIAL INFORMATION OR YOUR INSTRUCTIONS BY ANYONE YOU AUTHORIZE TO USE THE MOBILE BANKING APPLICATION OR ENROLL IN OR ACCESS THE SERVICES. WE SHALL ONLY BE RESPONSIBLE FOR MAKING AVAILABLE TO YOU THE MOBILE BANKING APPLICATION AND ACCESS TO THE SERVICES PURSUANT TO THE TERMS AND CONDITIONS STATED HEREIN, AND WE SHALL ONLY BE LIABLE TO YOU FOR OUR OWN NEGLIGENCE OR WILLFUL MISCONDUCT, SUBJECT TO THE FOLLOWING LIMIT: OUR LIABILITY FOR OUR OWN NEGLIGENCE OR WILLFUL MISCONDUCT IS LIMITED TO DIRECT MONEY DAMAGES ACTUALLY INCURRED BY YOU IN AN AMOUNT NOT EXCEEDING THE AMOUNT OF THE TRANSACTION; PROVIDED, HOWEVER, THAT UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED A DOUBLE-RECOVERY FROM US OR ANY THIRD PARTY FOR YOUR DAMAGES. WE WILL NOT HAVE JOINT LIABILITY TO YOU AND EACH WILL ONLY BE LIABLE FOR ITS OWN NEGLIGENCE OR WILLFUL MISCONDUCT UP TO THE LIMITS STATED HEREIN. THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY AMOUNT UNDER ANY CIRCUMSTANCES. UNLESS EXPRESSLY STATED OTHERWISE HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER NOR ANY WIRELESS CARRIER SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE, OR BODILY INJURY, CAUSED BY EQUIPMENT, SOFTWARE, OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICES, NOR ANY DAMAGES OF ANY NATURE INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, ECONOMIC, OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, OR INTERNET BROWSER, OR ACCESS SOFTWARE USED IN CONNECTION WITH THE SERVICES. THE ABOVE EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE EXTENT PERMITTED BY LAW. NONE OF YOUR STATUTORY RIGHTS AS A CONSUMER ARE AFFECTED.

NEITHER WE NOR ANY THIRD PARTY SERVICE PROVIDER ASSUME RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO, OR ANY VIRUSES WHICH MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, OR USE OF, OR DOWNLOADING OR INSTALLING THE MOBILE BANKING APPLICATION OR ACCESS TO THE SERVICES.

14. Additional Provisions for Eligible Business Accounts

If you download and install the mobile banking application, and enroll in the and access the Services for an eligible Business Account (as determined solely by us), you agree that any

person with authority to take action or make decisions (“Authorized Representative”) on behalf of you or the corporation, limited liability company, partnership, limited partnership, general partnership sole proprietorship, joint venture or association, or other legal entity that owns the Business Account, is authorized on the terms, conditions, and agreements that we may require from time to time to (a) accept and enter into these Terms of Use, as amended from time to time; (b) access the eligible Business Account in any manner and for any purpose available through the Services, whether available now or in the future; (c) provide or verify all information necessary to conduct transactions including making or receiving a payment pursuant to a Payment Notification; and (d) conduct any transactions available to be conducted through the Services whether now or in the future in the eligible Business Account. You also agree to notify us of the following: (a) any change in a representation or statement made or furnished by you or on your behalf in your application; (b) if a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (c) you liquidate, dissolve, or enter into any consolidation merger, partnership, or joint venture; (d) you sell any assets except in the ordinary course of business as now conducted, or sell, lease, assign, or transfer any substantial part of your business, fixed assets, any property, or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (e) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws, or any other law or laws relating to debtors; (f) if you are a sole proprietorship, the owner dies; (g) if you are a partnership, any general or managing partner dies; (h) if you are a corporation, any principal officer, or 10.00% or more of the shareholders die; (i) If you are a limited liability company, any managing member dies; (j) if you are any other form of business entity, any person(s) directly or indirectly controlling 10.00% or more of the ownership interests of such entity dies; (k) If there is any change in the Authorized Representatives or authorized signers for any account(s); (l) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your accounts held with us; (m) a judgment or judgments is entered against you that is not satisfied within thirty (30) days or stayed pending appeal; (n) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (o) an adverse change occurs in your financial condition or applicable credit histories; or (p) you are in default under any agreement for borrowed money or any other material contract. You further agree to provide us with any financial records reasonably requested to determine your financial status in order to download and install the mobile banking application, and enroll in and access the Services, for so long as you are accessing any of the Services.

15. Links to the Mobile Banking Application. You may not create a link to any page of the mobile banking application without our prior written consent. If you do create a link to a page of the mobile banking application, you do so at your own risk, and the exclusions and limitations set out above will apply to your use of the mobile banking application by linking to it.

16. Links from the Mobile Banking Application. The mobile banking application may enable access to third party services and websites including GPS locator websites, such as Google that allow you to find a branch. Use of such third party services may require Internet access and that you accept additional terms of service. To the extent the mobile banking application allows you to access third party services or websites, we and our respective licensors, reserve the right to change, suspend, remove, or disable access to any part or all of the third party services/websites at any time without notice to you. In no event will we be liable for the removal of or disabling of access to any such third party services/websites. We may also impose limits on the use of or access to certain third party services/websites, in any case, without notice or liability to you. We do not monitor or review the content of other party's websites or applications which are linked to and from the mobile banking application. You understand that we may offer to integrate our own and third party services for your convenience; however, in no case do we endorse products or services appearing on linked websites, or purchased via linked websites or applications, and we do not make any representations or warranties concerning third party services, web sites, or applications. Opinions expressed on or material appearing on such websites or applications are not necessarily shared and are not endorsed by us, and we should not be regarded as the publisher of such opinions or material. Please be aware we are not responsible for the privacy practices, or content, of linked websites or applications. We encourage you to be aware that when you leave the mobile banking application you should read the privacy statements of linked websites or mobile applications. You are solely responsible for evaluating the security and trustworthiness of any other website and applications connected to or accessed through the mobile banking application before disclosing any personal information to such websites or through such applications. We are not liable for, and do not accept any responsibility for, any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information, and you access and use those services, websites, and applications at your own risk.

17. Export Restrictions. You may not use or otherwise export or re-export any software used in connection with the mobile banking application or the Services except as authorized by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limitation, the software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By downloading, installing, and using the mobile banking application or the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use any such software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

18. U.S. Government Restricted Rights. The software used in connection with the mobile banking application and the Services is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software

documentation), as applicable, the use, duplication, and disclosure of the software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

19. Availability. Unless otherwise stated, the mobile banking application and the Services accessible through the mobile banking application are only available within the USA or USA Territories, or in relation to postings from the USA. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through the mobile banking application or the Services. Redistribution or republication of any part of the mobile banking application or the Services or its content is prohibited, including such by framing or other similar or any other means, without our express written consent.

20. Miscellaneous.

(a) Entire Agreement and Relationship with Other Agreements. These Terms of Use apply only to the mobile banking application and the Services when accessed through the mobile banking application, and constitute the entire agreement between you and us concerning the mobile banking application and the Services when accessed through the mobile banking application. Except as otherwise stated in these Terms of Use, the terms of other disclosures and agreements between you and us, as may be amended from time to time, remain effective for all other aspects of your Accounts and services used with respect to your Accounts. Should we provide you with any additional terms and conditions covering the Services, those additional terms and conditions supplement these Terms of Use to the extent that there is no conflict. In the event of a conflict between any such supplemental terms and these Terms of Use, these Terms of Use shall supersede and control over the conflicting supplemental terms.

(b) Governing Law. These Terms of Use will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws pertaining to conflict of laws. All disputes relating to the mobile banking application, the Services, and these Terms of Use are subject to the exclusive jurisdiction and venue of the courts in California, and you expressly consent to such jurisdiction and venue.

(c) Severable Provisions. If any provision of these Terms of Use is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible, and the other provisions will remain effective and enforceable.

(d) English Language. These Terms of Use and all related documentation are and will be in the English language, and the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

(e) Force Majeure. Neither we nor any third party service provider nor their agents shall be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the aforementioned party's reasonable control.

(f) Enforcement and Attorney's Fees. You agree to be liable to us for any liability, loss, or expense as provided in these Terms of Use that we incur as a result of any dispute involving

your Accounts, the mobile banking application, or the Services. You authorize us to deduct any such liability, loss, or expense from your Account without prior notice to you. In the event a party brings a legal action to enforce or interpret these Terms of Use or collect any overdrawn funds on Accounts accessed through the Services, the prevailing party shall be entitled 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.

(g) Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

(h) Assignment. You may not assign or transfer any rights or obligations you may have under these Terms of Use without our prior written consent, which may be withheld at our discretion. We may assign or transfer our rights and obligations under these Terms of Use at any time to any party. We may delegate our rights and responsibilities to any third party at any time without notice to you.

(i) Electronic Contract and Signature. This Agreement is an electronic contract that sets out the legally binding terms of your downloading and installation of the mobile banking application and use of the Services. You indicate your acceptance of these Terms of Use and all of the terms and conditions contained or referenced herein and acknowledge your receipt of all disclosures when you click on the "I Accept" button **or button with similar acceptance terminology** in connection with your enrollment and at any time thereafter. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. When you click on the "I Accept" button, you also consent to have these Terms of Use provided to you in electronic form. You have the right to receive these Terms of Use in non-electronic form.

(j) Provisions that Survive Termination. The following Sections 2, 6(j), 12, 13, 17, 18, and 20(a), (b), (c), (d), (f) and (i) as well as all sections pertaining to limits of liability and indemnification responsibilities and any other terms or provisions which by their terms or nature should survive, will survive termination of these Terms of Use.

[OPTIONAL SERVICE. Terms Specific to RealPay by CO-OP (only applies if made available to you by us through the mobile banking application)]

(a) General Description of RealPay by CO-OP. When you enroll in the mobile banking application you will have access to the RealPay by CO-OP Service. RealPay by CO-OP is a real time Person to Person ("P2P") payment service operated by CO-OP Financial Services on behalf of participating credit unions for their members to send money to certain eligible Accounts at U.S. based Financial Institutions. RealPay by CO-OP allow you to make and receive payments between your Accounts, or between your Accounts and another's Accounts at different Financial Institutions. Payments may be sent in real time if the recipient's Financial Institution participates in the PayNet Network or CO-OP Connect or by Automated Clearing House ("ACH") as a secondary routing option. Neither CO-OP Financial Services nor the software utilized in RealPay by CO-OP nor any payment network authorizes payments or verifies any information provided by the sender including as

shown in the Payment Notification or provided by the recipient of a Payment Notification. CO-OP Financial Services and all other networks involved in the payment transaction are independent contractors for all purposes in their relationship with you and CO-OP Financial Services and all other networks are acting on behalf of the sender's credit union in all aspects of the payment transaction including, without limitation, receiving the payment instruction from the sender's credit union, sending the recipient the Payment Notification and providing the recipient with instructions and taking information from the recipient and sending it to the sender's credit union to allow the sender's credit union to complete the payment transaction on the sender's behalf. The payment to the recipient's Account must be authorized by the recipient's Financial Institution and the sender's credit union regardless of the completion or verification of information provided. Neither CO-OP Financial Services nor any other networks involved in the transaction approve or authorize payments or verify information provided. No funds from the sender are deposited with or held by CO-OP Financial Services or any other networks involved in the transaction. . All payments are made from funds held in the sender's Account and are sent directly from the sender's Account to the recipient's Account at his/her Financial Institution. For all transactions relating to your Accounts, all applicable policies and disclosures previously or later provided to you by us continue to apply.

(b) How to Make a Payment Using RealPay by CO-OP. To make payments using RealPay by CO-OP, you must log into the mobile banking application from your mobile device and enter your user ID and password. When you click on the "Send" link you will be given instructions to follow for making payments ("Payment Instruction") from your Accounts with us to your Account at another Financial Institution or to another's Account at another Financial Institution.

(c) What You Authorize By Your Payment Instruction. When you submit a Payment Instruction, including providing information about the recipient including, without limitation, the recipient's name, mobile phone number, email address and Account information ("Recipient Information"), you authorize us (a) to follow your Payment Instruction, debit the Account you designate ("Designated Account") in the Payment Instruction for the full amount of the payment, and remit the amount of funds through RealPay by CO-OP to the recipient's Account. You also authorize us to credit the Designated Account for unclaimed payments that are returned through RealPay by CO-OP or which were cancelled and returned to your Account because the processing of the Payment Instruction could not be completed.

(d) How a Payment is Made to Your Account. The payment will be made directly to your Account (as the recipient) from the sender's Account based on the Account information that the sender provides when submitting the payment instruction to the sender's credit union or that you as the recipient provide or verify after you receive a Payment Notification. The sender must provide a valid email address (and the email address must not be on an official unsubscribed list) and mobile phone number for you so that the Payment Notification and reminder notices can be sent to you by RealPay by CO-OP on behalf of the sender's credit union. You authorize the sender with an Account at a U.S. Financial Institution to make payments to your Account from the sender's Account through RealPay by CO-OP. If you have provided us with your mobile phone number and given us

your consent to receive text messages for the Payment Notifications and reminders to your mobile phone number, such will usually be sent by text messages, but at our or the third party service provider's option emails may be sent to you. You agree that the section titled "**How We Communicate with You**" of these Terms of Use apply to our (or CO-OP Financial Services') text or email message to you. If you do not respond to the Payment Notification in a timely manner and provide or verify the required information, the payment will be sent back to the sender's Account without further notice to you. You also agree that in the event you receive payments resulting from a Prohibited Payment, or if payments are erroneously or improperly made to your Account either because the payment was not authorized by the sender or his/her credit union, or there were not sufficient funds in the sender's Account, or for any other reason, then you agree to refund the full amount of the payment to the sender upon ours or the sender's credit union's request.

Your Account must be in good standing to receive a payment and the payment must not be a Prohibited Payment. As the recipient of a Payment Notification, you agree that you have authorized the sender to provide your email address and mobile phone number for all Payment Notifications and reminders. The sender may also provide your Account information. If the sender does not provide your Account information, you must provide it along with other information, including a token provided to you via email or a text, after you receive the Payment Notification. Once you have completed providing or verifying all required information, the sender's credit union will be notified and the sender's credit union will make the payment to your Account in subject to these terms and conditions. The payment will be sent to your Account either in real time if we participate in the PayNet Network or by Automated Clearing House ("ACH") as a secondary routing option. As a convenience to you, we or our third party service provider will maintain the mobile phone number, email address and your Account information for future payments a sender may make to your Account. This information will be protected as described in our Privacy Policy available on our website and mobile application.

(e) Types of Payments Available and Limitations. Payments may only be sent from Accounts held at credit unions. Payments may be received in Accounts at any U.S. based Financial Institution. Payments may be one-time payments or recurring payments. For security reasons, there are limits on the number of and dollar amounts of payments you can make and receive through RealPay by CO-OP. The limits, which are subject to change may be found in our Electronic Fund Transfers (Reg E) Disclosure previously delivered to you or you may contact us at the phone number or email address shown on our website or under the Contact Us section of the mobile banking application. The other Financial Institution involved in the payment transaction may have additional limitations which will be disclosed directly to you by the Financial Institution or to the recipient by the recipient's Financial Institution.

(f) Prohibited Payments. You are not permitted to conduct or attempt to conduct, or receive or attempt to receive, as applicable, the following types of payments through the Services:

- i. Payments to or from persons, entities, or Accounts located in prohibited territories (including any territory outside of the United States);

- ii. Payments (send or receive) that violate any federal or state law, regulation, or local ordinance;
- iii. Payments (send or receive) related to a gambling debt, gambling, or gaming activities;
- iv. Payments (send or receive) for payment or collection of an overdue or defaulted debt;
- v. Payments (send or receive) for court-ordered amounts such as alimony or child support;
- vi. Send payments for tax payments; and
- vii. Receive payments for an amount owed to someone other than you.

(g) Processing Payment Instructions and Return of Payments Not Claimed. It may take up to two (2) Business Days for Payment Instructions to be acted upon and completed if the information is accurate and complete. A Payment Instruction will not be considered complete until it is claimed by the recipient after following instructions and providing or verifying information and the payment has been deposited into the recipient's Account. Under most circumstances, the recipient will have 15 days to claim a payment, but there may be circumstances the time period is shortened or lengthened. If the recipient does not claim a payment within the time period specified, then the funds will be returned to the sender's Designated Account from which the payment originated. We, when the sender's credit union, will use reasonable efforts to return the funds within two (2) days of expiration of the time period for the recipient to claim the funds.

(h) Cancelling Payments. Payment instructions made by a sender may be cancelled at any time by the sender prior to the recipient providing or verifying all required information through RealPay by CO-OP and the sender's credit union receipt of such information/verification. To cancel Payment Instructions, the sender must use the "cancel" button on the send confirmation screen and following the instructions on the screen. After the funds have been claimed, the payment cannot be cancelled or stopped. We may charge a fee for canceling a Payment Instruction which will be disclosed on our fee information provided directly to you. You acknowledge and agree that we are not responsible for any fees that may be charged by another Financial Institution for you cancelling Payment Instructions with that Financial Institution, and you will hold us harmless from any such fees.

(i) Your Warranties and Agreements When You Submit a Payment Instruction or Receive a Payment. When you submit a Payment Instruction you represent and warrant to us, third party service providers and to the recipient's Financial Institution, that all Recipient Information you have submitted through RealPay by CO-OP is accurate and complete in all respects.

When you submit a Payment Instruction or receive a payment you agree:

- i. that neither we nor the Financial Institutions receiving the Payment Instruction or payment have a duty to verify the Recipient Information (and any other information) provided or investigate any discrepancies between Account names and Account numbers.
- ii. that, if the Payment Instruction identifies an Account by name and Account number (whether the sender's Account or the recipient's Account), we or the relevant Financial

Institution may, in our/its discretion, complete the payment by reference to the Account number only, even if such Account number does not correspond to the Account name.

iii. that it is your sole responsibility to notify us as soon as possible if you become aware of any mistakes in the information submitted.

iv. that you will only submit Payment Instructions and receive payments for lawful purposes, that you will not conduct or attempt to conduct or receive the Prohibited Payments described under the “Prohibited Payments” section of these Terms of Use, and that we are under no obligation to monitor, block, cancel, or revise such Prohibited Payments.

v. that the recipient’s Account (or your Account, if you are the recipient) is in good standing with the recipient’s or your other Financial Institution.

vi. to pay any fees charged by us for payments or transfers, or receiving payments or transfers through the Services, and you agree to hold us harmless for any such fees.

vii. agree to hold us, third party service providers, and the recipient’s or your other Financial Institution (whether you are the sender or the recipient in the transaction) harmless from any damages resulting from your decision as the recipient or the recipient’s decision or action to claim or not claim funds, subject to your or the recipient’s Payment Instruction.

viii. agree not to initiate or receive payments or transfers to or from an Account that are not allowed under the rules and regulations applicable to that Account, including, without limitation, Federal Reserve Regulation D and rules or regulations intended to prevent the transfer of funds in violation of OFAC regulations.

ix. agree to all NACHA Operating Rules for payments made via ACH.

[OPTIONAL SERVICE. Terms Specific to the RDC (Remote Deposit Capture) Service (only applies if made available to you by us through the mobile banking application)]

The RDC Service may be used to make deposits to eligible Accounts and eligible Business Accounts as determined solely by us. For Business Accounts, you expressly agree that the section of these Terms of Use titled “**Additional Provisions for Eligible Business Accounts**” apply to the use of the RDC Service by you and your Authorized Representatives.

(a) How to Use the RDC Service. When you enroll in the Services after installing the mobile banking application, you will have access to the RDC Service. You must log into the mobile banking application from your mobile device on which you downloaded the mobile banking application and enter your user ID and password. You will be given deposit processing instructions to follow. Your mobile device must be capable of satisfactorily acquiring check images and scanning paper checks to create a check image that can be sent electronically along with related data to us for deposit to your designated Account. Once the check images have been successfully received and processed, the funds from the checks electronically deposited will be available for withdrawal by you as provided in our Funds Availability Policy. Also, deposit limits and other restrictions may apply which are

disclosed separately directly to you. Please refer to the Conditions for Using the RDC Service below, and Availability of Funds Deposited and our Funds Availability Policy provided separately to you.

(b) Your Warranties and Agreements When Using the RDC Service. With each check image transmitted, you warrant that (i) only cash items drawn on Financial Institutions within the United States, including USA territories, are being deposited; (ii) no foreign Items are being deposited; (iii) you are not depositing a check that has previously been deposited whether via the RDC Service, at an ATM, or at another location, and no duplicate files or Items are being deposited; (iv) the original check will not be deposited; (v) all Items are made payable to you, all signatures on each check are authentic and authorized, and that each check has not been altered; (vi) each check image being deposited is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image, and the check image contains all endorsements from the original check; (vii) each check image being deposited contains a record of all MICR line information required for a Substitute Check (as defined in Regulation CC), and otherwise satisfies all of the requirements of Applicable Law including The Check Clearing for the 21st Century Act (“Check 21”) and Regulation CC for the creation and/or transferring of a Substitute Check (as defined in Regulation CC) created from that check image; (viii) you have complied with all rules, regulations, and laws concerning the deposit; (ix) neither we nor any other Financial Institution will sustain a loss as a result of your deposit of a check image; (x) you are not accessing the Services or using your credit union or any other Financial Institution as a conduit for money laundering or other illicit purposes; (xi) there is no pending or outstanding order or judgment, and there is no law or regulation that would prohibit the deposit or the transaction relating to the deposit; (xii) you are not a national of a designated blocked country, “Specially Designated Nations,” “Blocked Entity,” or have any other designation or are otherwise blocked as defined by the United States Office of Foreign Assets Control.

(c) Conditions for Using the RDC Service. (i) If your check image cannot be processed your deposit will be rejected. We will not be responsible for unacceptable or rejected check images. We may, but are not required to, review the check images deposited, and our failure to do so shall not serve as a waiver or release of you from any liability hereunder.

(ii) When you use the RDC Service to make a deposit, you will receive, for your records, a confirmation screen of the deposit on your mobile device, and optionally, a confirmation can be sent to an email address that you provide to us. This is not confirmation that the check image deposit was received and processed or credited to your Account, but you can confirm that your check image was processed and successfully deposited by checking your Account balance, contacting us, or reviewing your statement. You can also check your balance through the mobile banking application to confirm your deposits.

(iii) You understand and agree that a mobile device is like any other piece of hardware and may become inoperable over time with regular usage and may require maintenance. You are solely responsible for determining whether your mobile device is operable, its maintenance and replacing your mobile device at your cost, when it becomes inoperable.

You are solely responsible for the cost of the wireless network service, or any other services or networks used to access the Services.

(iv) You will cooperate with us should we need assistance in balancing transactions or such Items will be suspended pending resolution.

(v) Image quality must conform to all the generally applicable industry standards, such as the industry standard x9.37 image quality requirements, as adopted by the Federal Reserve Bank.

(vi) All Items deposited must be Conforming Items. "Conforming Items" are negotiable checks payable in US funds, are not postdated or stale dated, are properly signed, are properly endorsed, and represent funds due to account holder. Items that are not Conforming Items will not be accepted for deposit.

(vii) You are solely responsible for any Item for which you have received credit, and any such Item that is returned or rejected may be charged to your credit union account.

(viii) We may reject any check image for any reason in our sole discretion. We are not liable for and you agree that deposits will not be made with respect to (i) images not received, (ii) images that are dropped during transmission, that do not meet the aforementioned image quality standards, or that do not scan properly; (iii) alterations made to images after transmission; or (iv) Items that are not Conforming Items.

(ix) For security reasons, there are limits on the number and dollar amounts of deposits you may make through the RDC service of the mobile banking application. The limits, which are subject to change, may be found in our Electronic Fund Transfers (Reg E) Disclosure previously delivered to you or you may contact us at the phone number or email address shown on our website or under the Contact Us section of the mobile banking application. If a deposit will exceed any limits set by us, the deposit may be rejected by the Services when you attempt to make the deposit, or you may later receive a notice from us that the deposit was rejected.

(x) You agree that all deposits made through the RDC Service are provisional, subject to verification and final settlement. Any returned Items will be returned to us in the form of an image or an image replacement document ("IRD").

(xi) For any image you have deposited, you are responsible for preventing the transmission of another image of the Item or presentment of the Item by any other means.

(xii) We may suspend your access to the RDC Service at our discretion and without advance notice to you. If your access to the RDC Service is suspended, you should contact us directly for assistance. In addition, your access to the RDC Service may be immediately suspended at any time without notice to you if we believe fraudulent activity is or has occurred, or that you have violated or are in violation of any law or these Terms of Use, or that suspension is necessary in order to protect the RDC Service, us, or any third party service provider from harm or compromise of integrity, security, reputation, or operation.

(xiii) We shall determine, in our discretion, the manner in which Items are cleared or presented for payment. You agree to be bound by all clearinghouse agreements, operating

circulars, image exchange agreements, and other documents to which we are a party that govern check image presentment and clearing.

(xiv) You will comply with all federal and state laws, rules, and regulations applicable to banking transactions. You will not engage in any conduct that would violate our, or any third party's, rights in the RDC Service.

(xv) You will retain the original of each Item for a minimum of 60 days after it has been credited to your Account, and thereafter either destroy the Item of which you have transmitted an image or otherwise render it incapable of transmission or presentment by any means.

(xvi) You will securely store the original prior to it being destroyed no later than 60 days after scanning.

(xvii) Any returned Items, such as an Item dishonored, will be an image of the original check or a Substitute Check (as defined in Regulation CC). Fees for returned Items are stated in our fee schedule which has been previously provided to you, and by accessing the Services, you acknowledge receipt of the most current fee schedule from us.

(xviii) In the event the RDC Service or Services are inoperable, or you are unable to access the RDC Service or Services, or your use of the RDC Service or Services has been suspended or terminated, you agree to take the original checks to a designated depository or one of our offices to physically deposit the checks.

(xix) You agree to notify us of any errors, omissions, interruptions in, delay, or unavailability of the Services.

(xx) Neither we nor any third party service provider will be liable for any delays in the transmission of check images resulting from any failure in or inoperability of the Services.

(xxi) You agree that the aggregate amount of any Items which are deposited more than once will be debited from your Account, and to the extent funds in your Account are insufficient to cover such amount, any balance shall be debited from any other deposit accounts you have with us in our sole discretion.

(xxii) You assume all liability to the drawer of any Item imaged using the RDC Service or liability arising from our printing of any Substitute Check from those images.

(xxiii) You, and not us, perform the function of converting an original check to a Substitute Check, so you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21, applying to any reconverting Financial Institution and truncating Financial Institution, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a Substitute Check that clearly and accurately represents the information on the front and back of the original check. We or our agents may, but shall have no obligation to, screen items or Substitute Checks for legal compliance.

(xxiv) You are responsible for your own activities and all activities of your authorized users including your agents, representatives, and Authorized Representatives in connection with

their downloading and installation of the mobile banking application, and their access to the Services.

(d) Availability of Funds Deposited and Your Credit Union's Funds Availability Policy. Deposits are subject to our verification and may not be available for immediate withdrawal. We have provided you with our current Funds Availability Policy. By clicking "I Accept" at the end of these Terms of Use, you, jointly and severally if there is more than one person meeting the definition of "you," are confirming that you have received and carefully read our Funds Availability Policy, and by downloading or installing the mobile banking application or enrolling in accessing the Services, you agree to accept its terms.

(e) Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors within the time periods and pursuant to the procedure established in your account agreement with us. If notified within such period, we will correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data resulted from our error.

(f) Exception Items. We may reject any electronic image that we, in our sole discretion, determine to be ineligible for deposit ("Exception Item") through the RDC Service. We will notify you directly of any Exception Items. You agree that, if you wish to attempt to deposit any Exception Item to your Account, you will only do so by depositing the original item on which the Exception Item is based. You agree that even if we do not initially identify an electronic image as an Exception Item, the Substitute Check created therefrom may be returned to us because, among other reasons, the electronic image is deemed illegible by a paying Financial Institution. Our failure to identify an Exception Item shall not preclude or limit your obligation to us or any third party.

(g) Retention of Check Images. We will retain Substitute Checks for seven (7) years.]

Privacy Policy

Last updated on December 1, 2014.

1. INTRODUCTION

CU Cooperative Systems, Inc., dba CO-OP Financial Services (hereinafter, "CO-OP"), created this privacy policy to demonstrate our firm commitment to your privacy and protection of your information. This policy covers how CO-OP and its subsidiaries manage personal information that we collect and receive related to your use of our web services and mobile applications (hereinafter collectively, "Services").

We do not share your information with non-affiliated third parties for purposes of selling their products and services to you.

2. INFORMATION COLLECTION AND USAGE

You may be asked to provide your personal information when you use one of our Services. In those instances, we may collect the following types of information:

- Identification information, including but not limited to: name, street address, e-mail address(es), telephone and facsimile number(s), social security number (or other government issued verification numbers), and date of birth.
- Information pertaining to your financial or credit account(s), including but not limited to: account numbers, account balances, account transactions, and parties to account transactions.
- Information obtained when verifying your registration when using our Services, including but not limited to: username, password, and secret questions and secret answers for resetting passwords.
- Information from your browser or mobile device, including but not limited to: Internet Protocol address, type of mobile device, mobile operating system, browser type, pages you visit and the information you request, and the date and time of your access.
- E-mails or other communications sent to us by you.

CO-OP uses the above-listed information, only as permitted by law, for the following purposes:

- To complete transactions and provide services authorized by you.
- For general business purposes, including but not limited to, to provide you access to your account(s), to service your inquiries and requests, to authenticate you when you log in, to diagnose problems with the website or application, to send you information about your account, to notify you of new products or applications being released, to prevent fraud and unauthorized transactions, to verify your identity, to determine and confirm your transaction limits, to perform collections, to comply with laws and regulations, to protect the personal safety of subscribers or the public, to prevent and defend claims, to resolve disputes, to troubleshoot problems, to analyze our products and services, to enforce our terms of use for our Services, to protect our rights and property, and to customize, measure, and improve our Services.

3. INFORMATION SHARING AND DISCLOSURE

We may share your information in the following limited circumstances:

- When your consent is expressly provided.
- With companies that assist us in administering and bringing you our Services. The information shared with these companies typically includes information to process transactions on your behalf, conduct our operations, follow your instructions as you authorize, or protect the security of our financial records. These companies may include credit, product development, and data processing vendors; however, these companies do not use your personal information for any secondary purposes. These

companies have also entered into written agreements with CO-OP which include confidentiality provisions to protect your information.

- With other financial institutions, such as member credit unions, with which we have written agreements that include confidentiality provisions to protect your information. The information shared with these financial institutions typically includes information to verify accounts, confirm transactions, and to coordinate and improve the Services provided to you.

There are other situations when we may disclose to third parties your personally identifiable information, when permitted or required by law, such as in response to legal process or to government entities, or when you have requested us to share information about you with a third party.

4. HOW WE PROTECT YOUR PERSONAL INFORMATION

We take appropriate measures to ensure that your information is not compromised. Access to personal information is restricted to employees and the above-referenced third parties on a need-to-know basis who have a specific business purpose to access your data. Our employees who are granted access to your information are bound by strict confidentiality obligations and may be subject to discipline for breaching these obligations. Third parties are bound by a confidentiality provision in their agreements with us, which prevents these third parties from making your information available for any reason other than that which was intended. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information. We will continue to test and update our technology to make improvements as necessary in protecting your personal information.

This site has security measures in place to protect against the loss, misuse, or alteration of your information under our control. We use state-of-the-art SSL encryption technology to ensure that your data is secure during transmission to and from us.

5. FORMER CUSTOMERS

If you are no longer using our Services, we may continue to store and protect your personal information pursuant to this privacy policy, and as required by law, including but not limited to the following purposes: risk management, regulatory compliance, and audits.

6. E-MAIL SECURITY

If you received an e-mail from us, (a) your e-mail address is either listed with us as someone who has expressly shared this address for the purpose of receiving information in the future (“opt-in”), or (b) you have registered, have an existing relationship with us, or are using our Services. We respect your time and attention by controlling the frequency of our e-mails.

Each e-mail sent contains an easy, automated way for you to cease receiving e-mails from us, or to change your expressed interests. If you wish to do this, simply follow the instructions at the end of any e-mail.

If you have received unwanted, unsolicited e-mail via this system, or purporting to be sent via this system, please forward a copy of that e-mail with your comments or concerns to unsubscribe@co-opfs.org for review.

7. COOKIES AND SIMILAR TECHNOLOGIES

Cookies are electronic markers that are stored directly on the computer you are using to indicate activity or access to a specific website or pages contained on a website. When you return to our website, your browser will give that information back to our server. We use cookies to maintain the state of your session on our website and to store your computer’s configuration data. This cookie data is tied to your personally identifiable information to enable our Services. If you disable cookies on the computer you are using, you will not be able to use our Services. We do not encode your personally identifiable information in our cookies. Some of our business affiliates use cookies on their sites. We have no access to or control over these cookies.

8. WEB BROWSER DO NOT TRACK SIGNALS

We do not respond to web browser “do not track” signals because we do not allow third parties to collect personally identifiable information of visitors to our website to track their online activities.

9. MODIFYING YOUR PERSONAL INFORMATION

You may access and modify your personal information at any time by logging into your account via our website and clicking the Account Settings tab, or by using one of our mobile applications.

10. CHILDREN

Our Services are available through general audience websites, and we do not knowingly collect or use personal information from children under 13.

11. PRIVACY POLICY CHANGES

CO-OP is always improving our Services. As our Services evolve, we may update or amend this privacy policy. If we modify this policy, we will post the revised privacy policy online. The revised policy will be effective immediately at the time of posting, unless a later effective date is expressly stated therein. We will also revise the “last updated date” stated above.

Should any modification materially change how we use your personal information, we will provide notice online prior to the effective date of the change.

It is your responsibility to periodically review this privacy policy. Users are bound by any changes to this privacy policy by using our Services after such changes have been first posted.

12. CONTACT INFORMATION

If you have any questions regarding this privacy policy, you may contact us via the information provided below:

CO-OP Financial Services

9692 Haven Avenue

Rancho Cucamonga, California 91730

800.782.9042

909.941.0979 Fax