



Online Banking and Mobile Banking Agreement and Disclosure

Introduction

Please carefully read the following Terms and Conditions ("Agreement"). By installing and using the service or the licensed applications, the end user, as an individual or entity ("YOU" or "YOUR") agree to be bound by the Terms and Conditions set forth below. This agreement, together with all updates, additional policies, software licenses, Privacy Policy, and all University Credit Union (UCU) rules and policies referenced in these Terms and Conditions, collectively constitute the agreement between YOU and UCU. These Terms and Conditions are a binding legal agreement between YOU and UCU and may be modified, amended, revised, or changed, in whole or in part at any time by us. This Agreement covers YOUR and our rights and responsibilities for the Electronic Funds Transfer ("EFT") services offered to YOU by University Credit Union (UCU). When YOU use an EFT service, each of YOU, jointly and severally, agree to the Terms and Conditions in this Agreement, and any amendments including the Bill Payment Service Agreement and Mobile banking Service Addendum, as applicable. UCU's Electronic Funds Transfers ("EFTs") are electronically initiated transfers of money online banking (Internet) involving YOUR accounts at UCU. The terms of this Agreement apply to consumer, business and organization EFT users in the same manner, except as specifically provided.

Account Access

YOU may use YOUR computer, laptop, phone, tablet or other computing device ("Computing device") to access YOUR accounts. YOU will need a computing device and access to the Internet or data, and UCU's Mobile Banking Application. YOU must use YOUR access code (password) along with YOUR username to access YOUR accounts. The online banking services are accessible 7 days a week, 24 hours a day. YOU are responsible for the installation, maintenance and operation of any software and YOUR computing device. UCU will not be responsible for any errors or failures involving telephone service, any internet service provider, YOUR software installation or YOUR computing device. Refer to our Online Banking, Bill Payment Service, and Mobile Banking Disclosures and Agreements.

By enrolling in the Multi Account View Service, YOU certify YOU are an owner, joint owner or custodian on the accounts represented in YOUR enrollment. YOU understand that all owners of YOUR accounts or anyone with whom YOU share YOUR password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until YOU notify UCU, in writing of the revocation of such authority. YOU agree that YOU are and will remain fully responsible for any transactions made by such persons on YOUR accounts except transactions that occur after UCU has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

Online Banking Transactions

At the present time, YOU may use the online banking services to:

1. Transfer funds between YOUR checking account, savings account, and loan accounts;
2. Review account balance and account transaction information for any of YOUR accounts;
3. Pay bills;
4. Communicate with UCU using the email feature.

Transactions involving YOUR deposit accounts will be subject to YOUR Membership and Account Agreement. Transactions involving a loan account will be subject to YOUR Consumer Loan Agreement and Disclosures.

Mobile Banking Transactions

At the present time, YOU may use the mobile banking services to:

1. Transfer funds between YOUR checking, savings account, and loan accounts;
2. Review account balance and account transaction information for any of YOUR accounts;
3. Pay bills; and if eligible,
4. Make check deposits.

Transactions involving YOUR deposit accounts will be subject to YOUR Membership and Account Agreement and transactions involving a loan account will be subject to YOUR Consumer Loan Agreement and Disclosures.

Bill Payment Services

The Bill Payment Service permits YOU to use YOUR Internet-enabled device to direct payments from YOUR designated online Bill Payment Account to third parties YOU wish to pay. YOUR Bill Payment Account must be a primary checking account. Through the Bill Payment Service, YOU can pay bills from YOUR Bill Payment Account to businesses or individuals.

All payments YOU make will be deducted from the checking account that YOU designate as YOUR Bill Payment Account for the Bill Payment Service. Any payments YOU wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. YOU should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be YOUR sole responsibility if delayed or improperly processed or credited.

Scheduling Payments. Funds must be available in YOUR Bill Payment Account on the scheduled payment date. If the date YOU schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in YOUR Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from YOUR Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

YOU may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When YOU create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. YOU should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about YOUR account with the payee.

For all subsequent payments, YOU agree to allow at least four (4) to ten (10) business days between the date YOU schedule a payment to be initiated and the payment due date (that is, the due date shown on YOUR invoice or provided in YOUR agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that YOU are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If YOU do not follow these time frames, YOU will be fully responsible for all late fees, finance charges or other actions taken by the payee. If YOU schedule YOUR payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, UCU will work with the payee on YOUR behalf to reverse any late fees or charges.

No Duty to Monitor Payments. UCU is only responsible for exercising ordinary care in processing and sending payments upon YOUR authorization in accordance with this Agreement. UCU will not be liable in any way for damages YOU incur for any of the following reasons:

- insufficient funds in YOUR Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance;
- the failure of any payee to correctly account for or credit the payment in a timely manner, or;
- any other circumstances beyond the control of UCU.

If the session during which YOU schedule a payment or transfer ends by 2:00 pm PST., UCU will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If YOUR Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to YOUR account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. UCU will attempt to notify YOU by e-mail or U.S. Postal Mail, but UCU shall have no obligation or liability if it does not complete a payment because there are insufficient funds in YOUR account to process a payment. In all cases, YOU are responsible for either contacting UCU to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the

payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

Cancel or Change Payment Instructions. Payments must be changed or canceled using the Service prior to 3:00 pm PST on the business day the transaction is scheduled to be initiated. If YOU ask us to cancel a payment after it is issued and we agree to do so, we may charge YOU a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by UCU, YOU will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. UCU may pay any item that is presented following the lapse of any stop payment order.

No Signature Required. When any payment or other online Service generates items to be charged to YOUR account, YOU agree that we may debit YOUR Bill Payment account without requiring YOUR signature on the item and without prior notice to YOU.

Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.

Service Limitations

The following limitations on the availability and number and dollar amount of transactions may apply in using the online banking services listed above:

- Transfers from a savings account will be limited to a total of six (6) in any one month.
- YOU may transfer or withdraw up to the available balance in YOUR account or available credit line at the time of the transfer, except as limited under other agreements.

Transfers

YOU may make funds transfers to YOUR accounts or other accounts YOU authorize as often as YOU like. UCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Account Information

The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our funds availability policy.

Termination of Services

YOU agree that we may terminate this agreement and YOUR use of YOUR Services if:

- YOU or any authorized user of YOUR account or access code breach this agreement with us;
- We have reason to believe that there has been an unauthorized use of YOUR account or access code;
- YOU breach any provision of YOUR Membership and Account Agreement or any other agreement with UCU.
- We have reason to believe that YOU have engaged in any of the prohibited or unauthorized activities described in any UCU Agreement;

In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Services for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

YOU or any other party on YOUR account can terminate this agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of YOUR written notice. However, termination of this agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices

UCU reserves the right to change the Terms and Conditions upon which this service is offered. UCU will mail notice to YOU at least twenty-one (21) days before the effective date of any change, as required by law.

Use of any electronic funds transfer service is subject to existing regulations governing YOUR account and any future changes to those regulations.

Your Information and Account Data with Other Financial Institutions

Our Money Management Tool allows YOU to view accounts that YOU may have outside our financial institution (this is a process called "aggregation"). When YOU choose to use online financial services, which are applicable to data that YOU have transacted with other financial institutions or card issuers, YOU are consenting to us accessing and aggregating YOUR data from those outside financial institutions. That data includes YOUR financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access YOUR account(s) with other financial institutions, and the actual data in YOUR account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, YOU are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information

of YOURs for the following purposes: (i) as pertains to the use, function, or performance of the services which YOU have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services YOU have selected; (iii) for measuring downloads, acceptance, or use of the services YOU have selected; (iv) for the security or protection of the services YOU have selected; (v) for the evaluation, introduction, implementation, or testing of the services YOU have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to YOU in providing the services YOU have selected.

If we make additional online financial services available to YOU which are applicable to data that YOU have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for YOUR consent to collect and use that information to provide YOU with relevant and services. If YOU give us YOUR consent, YOU will be agreeing to permit us to use financial account data to help us suggest savings opportunities or additional products and services to YOU.

If YOU select services that are offered by third parties or merchants through such or on our behalf, YOU will be agreeing that we have YOUR consent to give such third parties or merchants YOUR geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to YOU and to permit us to use financial account data to help us suggest savings opportunities or additional products and services to YOU. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of YOUR personally identifiable information.

Card Manager — End User Agreement

In addition to the above content, if YOU decide to use Card Manager, YOU acknowledge and agree to the following Terms and Conditions of service.

Amendments

Any continued use of the Software following any modification, amendment, revision, or change to these Terms and Conditions will be deemed as YOUR acceptance of the applicable changes. These Terms and Conditions apply to YOU and anyone else YOU authorize to use the Software. If YOU do not accept these Terms and Conditions or any subsequent changes made to these Terms and Conditions, then YOU agree not to download and/or use the Software and that YOUR sole and exclusive remedy for not accepting these Terms and Conditions is to discontinue YOUR use of the Software. Any continued use of the Software after the effective date of any revised Terms and Conditions is considered as ongoing acceptance. There is no obligation for YOU to download or to use the Software, but if YOU do use the Software then YOU agree to all these Terms and Conditions. YOU represent that YOU have the power, legal authority, and capacity to accept these Terms and Conditions and agree to be fully bound by its term.

The Service

The Service is offered by UCU and is designed to allow YOU to temporarily disable YOUR UCU Debit, ATM, and/or Credit Card in the event it is compromised or needs to be temporarily restricted. The Service may also be used to send transaction alerts via SMS notifications or via email. The Service does not allow for the cancellation of authorized or pre-authorized Debit, ATM, and/or Credit Card transactions. It is not intended as a method for stopping payment on authorized or pre-authorized transactions. YOU expressly acknowledge and agree that use of the Service is at YOUR sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is held by YOU. To the maximum extent permitted by applicable law, the Service and any services performed or provided by the Licensed Application are provided "as is" and "as available". NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. NO OTHER WARRANTY IS PROVIDED OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Fees

UCU does not charge for use of the Service. However, in order for Transaction Alerts to be sent to YOUR mobile telephone number(s), YOU must own a two-way text message (or "SMS") capable mobile phone that is registered on a carrier network, have enrolled in a data plan that includes the use of YOUR mobile handset's SMS capabilities, and ensure that YOUR account remains in good standing with YOUR wireless service carrier. YOU hereby acknowledge and agree that standard text messaging rates apply for each text message sent from and received by YOUR mobile phone as determined by YOUR wireless service carrier. YOU are solely responsible for such charges and any other charges from YOUR wireless service carrier. YOU should contact YOUR wireless service carrier for complete pricing details.

Transaction Alerts

Following YOUR registration to receive Transaction Alerts sent to YOUR mobile telephone number(s), the actual time between a transaction made with YOUR Card that triggers a Transaction Alert and the time YOU receive such Transaction Alert is dependent upon YOUR wireless carrier's service and coverage within the area in which YOU are physically located at that time. YOUR receipt of Transaction Alerts may not be available in all areas.

Eligibility

The Service is only available to individuals who own a UCU ATM Card, Visa® Debit or Mastercard® Credit Card that is eligible for the Service. Note: Eligibility of a Card will be determined by UCU in its sole and absolute discretion. UCU's decisions with respect to YOUR eligibility is final and binding. The user must qualify for online banking or mobile services in order to use the Service.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL UCU, LICENSOR, OR ANY OF THEIR LICENSORS, CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. RELEASED PARTIES SHALL NOT BE LIABLE IF THE SERVICE CANNOT BE PROVIDED (OR ANY PART THEREOF), FOR TERMINATION OF THE USE OF THE SERVICES OR FOR ANY FAILURE TO PERFORM ANY OBLIGATIONS CONTAINED IN THIS AGREEMENT DUE TO, DIRECTLY OR INDIRECTLY, THE FAILURE OF ANY EQUIPMENT OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND OUR CONTROL.

Indemnity

YOU agree to indemnify, defend and hold UCU and its directors, officers, employees, members and agents, and our Affiliates and licensors and contractors and their Affiliates and the employees and contractors of each of these, harmless from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of YOUR breach of this Agreement and/or YOUR use of the App, the Site or the Service including any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith. YOU release UCU and its directors, officers, employees, members and agents, our Affiliates, licensors, contractors, and the employees and contractors of each of these, from any and all claims, demands, and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between YOU and one or more other users of the App, the Site or Service. In addition, YOU waive California Civil Code 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor. YOU shall be provided with notice of any claims and given full authority and assistance (at YOUR own expense) for the defense of any such claims, provided that the Credit Union may participate in such defense and settlement with counsel of the Credit Union's own choosing at the Credit Union's own expense. However, YOU agree that in no event shall YOU or YOUR designated representative, consent to the entry of any judgment or settle any Claim, without UCU's prior written consent.

Dispute Resolution

Any claim shall be handled in accordance with the dispute resolution provisions of UCU's Membership Agreement.

Enforceability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

License

Subject to the Terms and Conditions of this Agreement, YOU are hereby granted a limited, nonexclusive license to use on devices that YOU own or control. This license does not allow YOU to use the Licensed Application on any product that YOU do not own or control, and YOU may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. YOU may not copy, reproduce, or transfer, in any form, (including rent, lease, lend, sell, redistribute, or sublicense) the Licensed Application. YOUR use of the Services is subject to and conditioned upon complete compliance with this Agreement.

Contact Us

If YOU have any questions about the Service or any Card transaction, please visit ucu.org to send us a secure email or call a UCU representative at 800.UCU.4510 during business hours.