

**Credit Union of Southern California Electronic Signatures in Global and National Commerce Act (“ESIGN”)
Consent and Disclosure**

Effective October 27, 2020

This ESIGN Consent and Disclosure (“Disclosure”) describes the circumstances under which you consent to receive communications from us in an electronic form that we are required by law to provide to you in writing and other communications that we provide to you in connection with your Membership and accounts with Credit Union of Southern California.

For purposes of this Disclosure, the words “we,” “our,” “us”, “CU SoCal”, and “Credit Union” mean Credit Union of Southern California. The words “you” or “your” mean the primary accountholder and all joint accountholders. “Account(s)” means any accounts you have with us, and all products or services you obtain from us. “Communications” means any Member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Disclosure and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening or initiation of an Account, product or service including, but not limited to, Account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Gramm-Leach-Bliley Act, SB-1, Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Service or user agreements for access to our websites, online banking, mobile banking, and related services and all updates to such, including but not limited to, agreements and disclosures notices and all other Communications regarding all activity and transactions you conduct with our online, mobile and related services;
- All Communications related to any CU SoCal product or service, except for those excluded by the terms of this Disclosure;
- All of the annual, periodic, monthly, or any other statements, disclosures, and notices relating to the maintenance of operation of an Account, product or service, including but not limited to, Account information, Account activity, Account inactivity, payments made or due, dividends or interest, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, SB-1, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding fees we may assess, such as Account, product or service fees, late fees, overdraft fees, insufficient funds fees, and returned item fees;
- Any notices of additional terms and conditions or amendments or the deletion of terms and conditions or amendments to any of your agreements with us applicable to Accounts, products or services you obtain from us;
- Our state and federal privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you at our discretion.

WE ARE REQUIRED TO OBTAIN YOUR CONSENT BEFORE DELIVERING COMMUNICATIONS ELECTRONICALLY. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO YOUR MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE GIVING CONSENT.

Types of Communications You Will Not Receive in Electronic Form. This Disclosure does NOT apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we have for you in our records or otherwise delivered as required by law or the governing agreement.

Scope of Consent and Agreement to Receive Disclosures Electronically. When you consent as described below, you are affirmatively consenting initially and on an ongoing basis, to receive Communications related to your Membership and Account(s) with us in electronic form and that we may discontinue sending paper Communications to you, until such time as you withdraw your consent as described herein. You acknowledge that you have access to a system that meets the minimum hardware and software requirements described herein and that you can receive, access and retain electronic Communications. You acknowledge that you have read and agree to the terms in this Disclosure and that you understand and agree that we will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Disclosure. Your consent to the electronic delivery of Communications to you under this E-SIGN Consent and Disclosure does not automatically enroll you in online banking, eStatements, mobile banking or related services.

Federal Law. You acknowledge and agree that your consent to receive electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and that you and we both intend that the E-SIGN apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

E-mail Address and Keeping Your Information Current. You agree to provide us with and maintain a valid, active email address. You must promptly notify us of any change in your email address. You may update your email address using the 'Documents Mailing Preferences' through online banking or by detailing your request using the 'Messages' feature through online banking, by calling (866)CU SoCal (866-287-6225), by writing to us at CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602, or by visiting us in person. Your change will take effect in a reasonable time thereafter. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from Communications sent to an invalid or inactive email address that you have provided.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either: (1) via email; (2) via the 'Messages' feature in online banking; (3) by access to

a website that we will designate in an email notice we send to you at the time the information is available; (4) by requesting you download a PDF file containing the Communications.

Hardware and Software requirements. In order to access, view, and retain electronic Communications, you must, at your cost, have available:

- A valid operating email address and active email account.
- Internet access and connectivity.
- A 128-bit encryption internet-capable computer (or other device) or higher, and at least of the following browsers; the 2 most recent versions of Edge, Mozilla Firefox, Google Chrome, or Safari, and JavaScript and cookies enabled.
- Flash and Acrobat Reader software to access and view Communications provided in PDF format.
- Sufficient memory and electronic storage capacity to download and save PDF documents on your computer's (or other device) hard drive or other data storage vehicle if you wish to retain records in electronic form.
- A connected printer if you wish to print and retain records on paper.

We reserve the right to discontinue support of any Internet browser or software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our Communications. We do not make any warranties on equipment, hardware, software, internet service provider, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Changes to Hardware and Software Requirements. If our hardware or software requirements change to an extent that, in our opinion, would create a material risk in your ability to access and retain Communications, we will give you notice of the revised hardware or software requirements and provide you the option to withdraw your consent without imposing a withdrawal fee. If you decide to continue receiving Communications electronically, you must reconfirm consent electronically and demonstrate that you can access Communications according to the revised requirements.

Your Right to Receive Paper Communications. We will not send you a paper copy of any Communications we send to you in electronic form unless you request it or we otherwise deem it appropriate to do so. You may obtain a paper copy of electronic Communications by printing it yourself or, provided that such request is made within a reasonable time after we first provided the electronic Communication, you may request that we provide you a paper copy. You may request the specific record by detailing your request using the 'Messages' feature in online banking, by calling (866)CU SoCal (866-287-6225), or by writing to us at CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602. A fee to request paper copies of Communications may be imposed as set forth in our Schedule of Fees. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communications that you have authorized us to provide electronically.

Communications in Writing. All Communications in either electronic or paper form from us to you will be considered "in writing." For your records, you should print or download a copy of this Disclosure and any other Communications that are important to you.

How To Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time using the 'Documents Mailing Preferences' through online banking, by detailing your request using the

'Messages' feature through online banking, by calling (866)CU SoCal (866-287-6225), by writing to us at CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602, or by visiting us in person. We will not impose a fee to process the withdrawal of your consent to receive electronic Communications, however, your access to and use of some products and services such as online banking and mobile banking may be restricted or terminated. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your request. Your consent will remain in force until withdrawn in the manner provided in this section.

Termination or Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

To Consent: After reading and acknowledging the terms of the ESIGN Consent and Disclosure, type the I Agree box and select the continue button within the electronic banking presentation to affirmatively consent to receive Communications in electronic form that we are required by law to send you in writing or other Communications in connection with your Account(s).

To Decline: If you decline or cannot meet the requirements to consent to the ESIGN Consent and Disclosure, select the Cancel button within the electronic banking presentation. If you decline, it may be necessary for you to visit one of our branches in person in order to conduct business with us and you may be restricted from using or obtaining certain products and services now and in the future.

Credit Union of Southern California Electronic Banking Disclosure and Agreement

(October 27, 2020)

This Electronic Banking Disclosure and Agreement ("Agreement") contains the terms and conditions for the use of Credit Union of Southern California's ("CU SoCal's") online banking service ("Online Banking"), CU SoCal's mobile banking service ("Mobile Banking"), collectively, the "Service". The words "us", "we", "our", "ours", "CU SoCal", and "Credit Union" refer to Credit Union of Southern California and the words "you" or "your" mean you, the Member or account holder (and refers to all such Members/owners jointly and severally) identified on the account records with us.

By using the Service or allowing other persons to use the Service, you are agreeing to the terms and conditions presented here, in addition to other agreements you have entered into with CU SoCal, including but not limited to the Membership and About Your Credit Union Accounts Agreement and Truth-In-Savings Disclosure, governing your CU SoCal account(s), collectively referred to as the "Other Agreements". The Other Agreements are incorporated by this reference and made a part of this Agreement. In the event of an inconsistency between this Agreement and the Other Agreements, the terms of this Agreement shall control to the extent of such inconsistency. The Credit Union in its discretion may modify this Agreement from time to time without notice or as otherwise provided by law. Continued use of the Service constitutes acceptance of any new or amended terms and conditions. Please read, print, and retain this Agreement for your records. If you ask, we will mail you a hard copy of the Agreement.

1. Hardware, Software, System Requirements, and Access

In order to use the Service, you are solely responsible for obtaining, installing, and maintaining, at your expense, compatible hardware and software as specified by us and that we may change from time to time.

The software, hardware and other technical requirements necessary to access and use the Service are further described below:

- Internet capable device, i.e., computer, mobile telephone, tablet (“Device”);
- Internet browser with 128-bit encryption;
- Ability to use the most current version of Microsoft® Windows or Macintosh software;
- Ability to use our supported browsers including the two most latest versions of Chrome, Safari, and Firefox;
- Cookies enabled and allow JavaScript to run;
- Ability to view PDF and Flash files; and
- Ability to access the Internet.

We are not responsible for any damage and do not guarantee you can access the Service or that your Device, Internet access, or service providers will be compatible with the Service. We are not responsible for any costs of upgrading your Device or third party provider service plan to stay current with the Service. You are responsible for understanding the operation and maintenance of your Device and your third party service plans. These responsibilities include, without limitation, your utilizing up-to-date Internet browsers, Devices and best commercially available encryption, antivirus, anti-spyware, and Internet security software. We are not responsible for, and you might be charged, third party fees related to your use of the Service that may include Internet access, data usage, push notifications, text messages, or other third party charges. Contact your provider for additional information.

2. Service Availability and Reliability

The Service is generally available seven (7) days a week, 24 hours a day, however, we cannot make a representation that you will have continuous or uninterrupted access to the Service. In cases when the Service may not be available due to system maintenance, upgrades, or for any other reason, you may be able to use PhoneTeller (our automated 24 hour service), call our Contact Service Center, or visit one of our branches. (See How to Reach Us.)

The Service is available to Members whose accounts are in good standing and other eligibility standards and qualifications may apply. We reserve the right to determine the eligibility standards and qualifications and to refuse access to the Service, at our sole and absolute discretion. We reserve the right to change the eligibility and qualifications at any time without prior notice. We may limit the number or dollar amount of your transactions at any time without prior notice in order to protect the security of your account or our system. We reserve the right to change, suspend, increase liabilities, fees or abilities, decrease abilities, or discontinue the Service, or your abilities to use the Service, in whole or in part, immediately and at any time without prior notice, unless prior notice is required by law, rule or regulation.

Financial information reflected on your Device or in notifications we sent you reflects the information available at the time, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you must contact us directly. (See How to Reach Us.)

3. Miscellaneous Fees and Charges

Any fees we charge for using the Service will be shown in the Schedule of Fees, which you acknowledge that you have received prior to using the Service and which may be changed by us from time to time. All fees and charges from any third party are your responsibility.

4. Keeping Your Information and Account Confidential and Protected

4(a). Password Protection: For your protection, we recommend that you regularly change your password used to access the Service. You can change your password after logging into Online Banking with your current password. You agree to hold your password in strict confidence and you will notify us immediately if it's lost or stolen. (See How to Reach Us.)

You are financially responsible for all uses of the Service by you and those who are authorized by you to use the Service, including without limitation, providing your password, verification information, and/or account information to others. You're responsible for keeping your password and account information confidential. In our sole discretion, we may change the parameters for passwords used to access the Service without prior notice to you. If we do so, you will be required to change your password the next time you access the Service. The loss, theft, or unauthorized use of your card number, account number, password, access code, PIN, or other means to access your account ("Account Information") could cause you to lose some or all of the money in your accounts, including draws on your credit card or Courtesy Pay amounts. Additionally, it could allow unauthorized persons to gain access to your sensitive personal and Account Information and to use such information for fraudulent purposes. If you believe that your Account Information has been lost or stolen or the Service has been used or accessed without your authorization, or that someone has transferred or may transfer money from your account without your permission, you must notify us as soon as you can. (See How to Reach Us.)

Your username and password are established for security purposes. You understand that you cannot use the Service without a username and password. The username and password can only be established in Online Banking. You agree that use of the username and password constitutes a reasonable security procedure for any transaction. Your password acts as your signature. All transactions affected by use of the Service contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your username and password or as otherwise authorized under this Agreement. We are entitled to act on all transaction instructions received using your username and password.

You understand that if you disclose your Account Information to any person, you have given such person access to your account via the Service including the ability to review all of your personal and financial information and to engage in account transactions. Such transactions are deemed authorized transactions. You assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your account and for use of any of your personal and Account Information by such person even if such transactions were not intended by you or exceed your intended authority. You are responsible for any transactions made by such authorized person up to the time you specifically revoke such authority by notifying us in writing, provided we have sufficient time to reasonably act on your notice, and immediately changing your username and password.

4(b). Information Protection: Anyone with access to your email and Device may be able to view transactional and account balance information that we send to you via email, texts, and push notifications. Such information can be delivered whether or not you are logged into the Service and whether or not your mobile device is locked or in sleep mode. If you do not wish for others to see your information, you should keep the password for your email private, establish a passcode lock on your mobile device, and protect your screen when information is displayed. In addition to protecting your Account Information, you should also protect your Personal Identification Information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account,

may allow unauthorized access to your account. It's your responsibility to protect your personal information with the same level of care that you protect your Account Information. We will never send a notification that asks you to supply any Account Information or Personal Identification Information. If you receive such requests, do not respond to the request and contact us immediately. (See How to Reach Us.)

5. How to Reach Us

5(a). Business Days: Our Business Days are Monday through Friday, excluding federally observed holidays, except we are closed on the day after Thanksgiving. The day after Thanksgiving is a federal business day and transactions will process as a normal Business Day. You may contact us by visiting our branch offices during normal business hours or by calling 866 CU SoCal, 866 287.6225. Calling us is the best way to report any problems or to get questions answered. If you can't call us or come in person, you can write to us at: CU SoCal, 8028 Greenleaf Avenue, Whittier, CA 90602.

5(b). Convenience Days: Certain locations and our Contact Service Center are open for half-days on Saturdays, excluding federally observed holidays.

5(c). Email: You may use Online Banking to send us secure email messages or you may send us questions of a general nature via regular email to info@cusocal.org. Please do not send personal or confidential information to us via regular email.

6. Notices and Communications

Except as otherwise provided in this Agreement or required by law, rule or regulation, all notices required to be sent to you will be effective when we mail (to the last known address) or email (to the email address that we have in our records) them or when we make such notices available through the Service, if you have provided affirmative consent to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change of address or email address. You may notify us of changes using the Service, in person at any of our offices, via Online Banking, or by sending a written and signed notice to us. (See How to Reach Us.)

7. Term and Cancellation

This Agreement remains in effect until it is terminated by you or us. You may terminate this Agreement or cancel your participation in the Service, or any portion of the Service, at any time by notifying us of your intent in writing, through Online Banking secure message, by telephone, or visiting our office in person. We recommend that you cancel any scheduled payments or transfers prior to notifying us of your termination. Your use of the Service will be terminated after we have had a reasonable opportunity to act upon your termination request. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination.

We may suspend or terminate your participation in or use of the Service, or any portion of the Service, for any reason or no reason, at any time, with or without notice. We will try to notify you in advance, but we are not obligated to do so. We shall have no obligation to honor any instruction, in whole or in part, that: 1) is or we reasonably believe is used for any illegal or improper purpose or activity; 2) exceeds the available funds in your account; 3) we have reason to believe may not be authorized by you; 4) involves funds subject to a hold, dispute or legal process; 5) would violate any law, rule or regulation applicable to us, the Service, you or any other party that processes or receives the payment; 6) is not in accordance with any other requirement stated in this Agreement, any Other Agreement with us, or any of our policies, procedures or practices; or 7) for our protection or your protection, we have reasonable cause not to honor.

Any payments or transfers that have begun processing before the cancellation date will be processed in accordance with this Agreement. Payments or transfers scheduled after we have had a reasonable opportunity to act upon your cancellation request will be cancelled, however, you are responsible for any payments or transfers authorized by you prior to termination that you have not cancelled and that we were unable to stop.

Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

8. User Conduct and Indemnification

You agree not to use the Service, or the content or information delivered through the Service, in any way that would: 1) violate any law, statute, ordinance, or regulation in any jurisdiction; 2) infringe or violate any copyright, trademark, patent, trade secret, right of publicity or privacy, or any other proprietary right; 3) be false, misleading, inaccurate, fraudulent, or involve the sale of counterfeit or stolen items; 4) impersonate another person or entity; 5) be related to gambling of any type; 6) be defamatory, trade libelous, threatening, harassing, potentially be perceived as obscene, pornographic, or racially, ethnically, or otherwise objectionable; 7) create liability for us or our affiliates or cause us to lose any services of any third party provider; 8) interfere with or disrupt computer networks, impose an unreasonable or disproportionately large load on our infrastructure, infect the computer networks with viruses or code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the use of the Service by any other party; 10) gain unauthorized entry or access into our systems; 11) make any commercial use of, resell, frame, or mirror any part of the Service; or 12) use any 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 Service or its contents. We and our service providers have the right, but not the obligation to monitor and stop any activity that we find in our sole discretion to be objectionable in any way.

We and our service providers may use your information and activity for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability and shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons, statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, and to analyze the performance of the Service. You agree to indemnify, defend, and hold us, including our directors, officers, employees, agents, service providers, and third party licensors, harmless (by Counsel of our choosing) from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction by you, and/or any breach by you of this Agreement. This paragraph shall survive the termination of this Agreement.

9. Ownership and License

We retain all ownership and proprietary rights in the Service, associated content, technology, website(s), and applications (apps). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Any breach of this Agreement immediately terminates your right to use the Service. Without limiting the generality of the foregoing, you may not use the Service: 1) in any anti-competitive manner; 2) for any purpose which would be contrary to the business interest of us; or 3) to the actual or potential economic disadvantage in any aspect to us. You may use the Service only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and must not to reverse engineer or reverse compile any of the technology used to provide the Service.

10. Compliance with Laws

You agree to comply with and be bound by all laws, statutes, regulations and ordinances pertaining to your use of the Service, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules, regulations, agreements, operating circulars, and other documents to which we are a party that govern the Service, including but not limited to, Automated Clearing House ("ACH") rules as published by the National Automated Clearinghouse Association, ("NACHA").

11. Telephone Consumer Protection Act

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

12. Confidentiality

Confidential data relating to the Service, marketing strategies, business operations, other persons or entities, and business systems (collectively, "Confidential Information") may come into your possession in connection with this Agreement and you are prohibited from disclosing and agree to maintain the confidentiality of Confidential Information.

13. Disclosure of Information to Third Parties

We will disclose information about your account to third parties only when one of the following conditions exist:

- When necessary to complete a transaction requested by you.
- In order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency.
- In order to comply with government agencies or court orders.
- If you give us written permission.

14. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement at any time in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

15. No Waiver

We and our service providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

16. Severability and Headings

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

17. Force Majeure

You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or costs of any kind resulting from any delay in the Service due to causes beyond our reasonable control, including, but not limited to, earthquakes, floods, fires, power outages, computer or telecommunications systems failures or acts of terrorism.

18. Governing Law

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of California. To the extent permitted by applicable law, you agree that any litigation regarding this Agreement shall be brought in the county in which we are located.

19. Limitation of Liability

You understand that your use of any Device to access the Service is susceptible to viruses and other security threats. You are solely responsible for making sure your Device and equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Device, equipment, programs, and files, or could result in interception of information by a third party. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICE, AND/OR ANY OTHER DEVICE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER, TELEPHONE SERVICE, INTERNET PROVIDER, THE DISCONNECTING OF YOUR COMMUNICATIONS SERVICE, OR OTHER SERVICE PROVIDER, OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE, SERVICE PROVIDER, THE TERMINATION OF THE USE OF THE SERVICE, OR YOUR BREACH OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY. ACCORDINGLY, THE EXCLUSION OF CERTAIN LIMITATIONS MAY NOT APPLY TO YOU.

20. Disclaimer of Warranties

When using or attempting to use the Service, you may experience technical or other difficulties that neither we nor our service providers can always foresee or anticipate. These difficulties may result in the inability to access the Service and the loss of data, personalization settings, or other interruptions. YOU UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE OFFERED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. WE AND OUR SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, DEVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR SATISFACTORY. WE AND OUR SERVICE PROVIDERS DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE IN ANY MANNER OR THAT

DEFECTS IN THE SERVICE WILL BE CORRECTED. NO INFORMATION OR ADVICE GIVEN BY US OR OUR SERVICE PROVIDERS OR OUR OR THEIR REPRESENTATIVES SHALL CREATE ANY WARRANTY. INSTALLATION AND USE OF THE SERVICE MAY OCCUR ACROSS THE NETWORKS OF MANY SERVICE PROVIDERS THAT WE DO NOT OPERATE OR HAVE ANY CONTROL OVER. WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT YOUR ABILITY TO INSTALL AND USE THE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, THE UNAVAILABILITY OF THE INTERNET FOR ANY REASON, NETWORK DELAYS, A BREACH OF SECURITY OR INTEGRITY OF THE NETWORK OR CORRUPTION, SYSTEM OUTAGES, COMMUNICATIONS FAILURE, INTERRUPTIONS, OR COVERAGE LIMITATIONS OF A WIRELESS CONNECTION. ALTHOUGH WE HAVE TAKEN MEASURES TO PROVIDE SECURITY FOR DATA EXCHANGES BETWEEN YOU AND US VIA THE SERVICE, AND MAY HAVE REFERRED TO SUCH COMMUNICATION AS "SECURED," WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY. YOU ACKNOWLEDGE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT ALL DATA TRANSFERS, INCLUDING EMAIL, PUSH NOTIFICATIONS AND TEXTS, OCCUR OPENLY ON THE INTERNET AND POTENTIALLY CAN BE MONITORED AND READ BY OTHERS. TRANSACTIONAL AND BALANCE INFORMATION TRANSMITTED VIA TEXT OR PUSH NOTIFICATIONS IS NOT ENCRYPTED. YOU ACKNOWLEDGE AND AGREE THAT INSTALLING OR USING THE SERVICE IS AT YOUR OWN RISK AND THAT THE PRIVACY OF YOUR PERSONAL INFORMATION CANNOT BE GUARANTEED AND YOU ASSUME FULL RESPONSIBILITY FOR, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM, ANY LOSSES OR DAMAGE YOU INCUR AS A RESULT OF THE TRANSMISSION OF YOUR PERSONAL INFORMATION WHEN INSTALLING OR USING THE SERVICE. THIS DISCLAIMER OF WARRANTIES IS APPLICABLE EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE APPLICABLE LAW REQUIRES A DIFFERENT STANDARD. ACCORDINGLY, EXCLUSION OF CERTAIN WARRANTIES MAY NOT APPLY TO YOU.

21. Changes to the Agreement and the Service

We reserve the right to change the terms and conditions upon which the Service is offered and may amend, modify, add to, or delete from the Agreement from time to time. Such changes render prior versions of the Agreement obsolete. We will provide you with written notice if required by applicable law, rule or regulation. Features and services available may be added at any time. We will update the Agreement to notify you of the existence of new features and services and by using the new features and services when they become available, you agree to be bound by the rules contained in the Agreement. Features and services available may be cancelled or limited at any time. We will update the Agreement to notify you when features and services have been cancelled or limited and will provide you with written notice if required by applicable law, rule or regulation. The Agreement will be available and posted on our website on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be available at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the system's security, the Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when changes are made which materially affect your rights. If you use the Service after the effective date of a change, your use indicates that you agree with the change(s).

22. Proper Use of the Service

You must follow screen prompts and instructions and refer to help screens as needed when accessing and using the Service and acknowledge that you accept responsibility for the proper use of the Service and its features. See How to Reach Us if you need further assistance or have questions. We are not liable to you for any losses caused by your failure to properly use the Service.

23. Account Access

23(a). Online Banking is a remote access service provided to our Members. By using Online Banking with your username and password, you can:

- Review account balances and view activity.
- Edit and customize account details.

- Make inquiries, send and receive messages.
- Transfer funds.
- Access your CU SoCal eStatements, eNotices, and Tax Documents.
- Set your mailing preferences.
- Access your credit card statements, credit card transaction history, and make credit card payments.
- Apply for a loan or credit limit increase and sub-shares
- Request a withdrawal by check.
- Review and redeem rewards.
- Manage profile, credentials and security settings.
- Request stop payments.
- Manage account alerts.
- Manage Courtesy Pay and overdraft options.
- Activate your debit and credit card or report it/them lost or stolen and set card controls.
- Place orders for boxes of check.
- Pay bills and manage payees.
- Create Savings Goals and link external accounts.
- Download account transaction history.

23(b). Mobile Banking is a mobile banking service provided to our Members. By using Mobile Banking with your username and password, you can:

- Review account balances and view activity.
- Edit and customize account details.
- Make inquiries, send and receive messages.
- Transfer funds.
- Access your CU SoCal eStatements, eNotices, and Tax Documents.
- Set your mailing preferences.
- Access your credit card statements, credit card transaction history, and make credit card payments.
- Apply for a loan or credit limit increase and sub-shares.
- Review and redeem rewards.
- Manage profile, credentials and security settings.
- Manage account alerts.
- Manage Courtesy Pay.

- Activate your debit and credit card or report it/them lost or stolen and set card controls.
- Pay bills and manage payees.
- View Savings Goals and link external accounts.
- Access Zelle®

24. Customized Alerts

Customized Alerts (“Alerts”) allow you to receive information about your account including, but not limited to, balance changes, checks cleared, particular transaction types, and loan payments due or past due via email and text messages. You may initiate, change or cancel Alerts through Online Banking.

Alerts are designed to give you timely notice of specific events, but may not always provide immediate notice. You may encounter errors, interruptions, delays, or failures in the receipt of your Alerts. We cannot guarantee, nor assume liability for losses or damages in connection with, the timeliness, delivery, misdelivery, reliability, totality, or deletion of Alerts, whether received or not received by you and any actions you take or do not take in reliance of Alerts or your failure to respond to Alerts. If you need current account information, you agree to contact us directly. (See How to Reach Us.)

Alerts are only linked to the account under which they were created. Balances shown on Alerts reflect balance information at the time of initiation and may no longer be accurate at the time you review it. Additionally, balances on Alerts may not reflect funds that are on hold, which may affect your available balance. Alerts will be sent to the designation you select, but the transmitted email and text messages may not be secure or encrypted and we cannot guarantee the security of any information transmitted over a mobile device or to an email address.

25(j). Periodic Statement: You'll get a monthly account statement (unless there are no transfers or deposits in a particular month, in which case you will receive an account statement quarterly). Paper and paperless delivery options are available. The paperless version of the periodic statement is available electronically through our eStatements service. With eStatements, your periodic account statements will be available for you to view and print within Online Banking. We will send you an email message monthly to notify you when your eStatements are available.

25(k). Examine Your Statement: You must promptly review your statement upon receipt or availability. (See In Case of Errors or Questions About Your Electronic Transfers.)

25(l). In Case of Errors or Questions about Your Electronic Transfers and Deposits: Contact us (see How to Reach Us) as soon as you can if you suspected an error, think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or transaction receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

In order to help you with your questions, we will need the following information:

Your name, account number, and transaction date in question; the transaction you're unsure about, and why you believe there's an error or why you need more information; and the dollar amount of the suspect transaction.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

In most instances you'll receive the results of our investigation within ten (10) Business Days (see How to Reach Us) and we will correct any error promptly. If we need more time, however, we may take up to forty five (45) calendar

days to investigate your question. If we do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error so that you'll have the use of the money during the investigative period. If we ask you to put your complaint or question in writing and we don't receive it within ten (10) Business Days of our request, we may not provisionally credit your account. The ten (10) Business Days and forty five (45) calendar day time periods will be extended to twenty (20) Business Days and ninety (90) calendar days, respectively, for any transaction initiated at a point-of-sale or ATM location, or a transaction made outside the United States. We will send you a written explanation within three (3) Business Days following our decision, based on our investigation. You may ask for copies of the documents that we used in our investigation.

25(m). Unauthorized Transfer: If you believe someone has transferred or may transfer money from your account without your permission, contact us (see How to Reach Us) as soon as you can.

25(n). Liability for Unauthorized Transfers: If you tell us (see How to Reach Us) within two (2) Business Days, you can lose no more than \$50 if someone used your username and password without your permission. If you believe your username and password has been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your username and password without your permission.

If you don't tell us within two (2) Business Days after you learn of the loss or theft of your username and password and we can prove that we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you didn't make, tell us at once. If you don't tell us within sixty (60) days after we sent the FIRST statement on which the unauthorized transfers appeared, you may not get back any money you lost after sixty (60) days if we can prove that we could've stopped someone from taking the money if you'd told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time periods.

26. Additional Disclosure and Agreement Bill Payment

Bill Payment ("ePay") allows you to pay bills with your CU SoCal account funds.

26(a). Definitions:

- "AutoPay" is automatically recurring, set amount, payment requests.
- "Biller" is the intended payment receiver or the entity sending you electronic bills.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the grace period or late-by date.
- "Exception Payment" is a payment for taxes, court ordered payment, or payment to any regulatory or governmental agencies.
- "Payment" is a transfer of funds.
- "Payment Account" is the checking account from which bill payments will be debited.
- "Payment Instruction" is the information provided to us for a payment to be made to the Biller (including, but not limited to, Biller name, Biller account number, Biller address, Biller telephone number, and Scheduled Payment Date).

- "Prohibited Payment" is a payment to Billers outside of the United States and its territories or any payment that would violate any law, regulation, or court order, or would be considered illegal activity.
- "Processing" is a payment that has entered the payment system and is locked from changes or cancellation.
- "Scheduled Payment" is a payment that has been scheduled, but has not begun Processing.
- "Scheduled Payment Date" is the day you want your Biller to receive your payment and is also the day your Payment Account will be debited, except when the Scheduled Payment Date lands on non-Business Days. In such events, previous Business Days will be used.
- "Single-time Payment" is a non-recurring payment that must be scheduled each time you want to pay a Biller.

26(b). Payment Scheduling: Single-time Payments (and first delivery date for AutoPay) can be scheduled using the presented calendar for each Biller. The calendar indicates the earliest possible Scheduled Payment Date (typically four (4) Business Days or less) and the latest possible Scheduled Payment Date (one (1) year into the future). Payments must be scheduled to arrive no later than the Due Date provided by your Biller. If the Due Date falls on non-business days, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. You can schedule AutoPay for various frequencies and durations.

26(c). Payment Methods: We will select the method that funds are remitted to your Biller and deducted from your Payment Account. These methods include, but are not to, electronic payment and electronic deduction, laser draft payment and electronic deduction, or laser draft payment and laser draft deduction. Laser draft deductions occur to your Payment Account when the laser draft is presented to us for payment. Several factors are considered when preparing the payment and the same Biller might not receive payments in a consistent method each time a payment is sent. You may not specify or rely on a specific payment method at any time.

26(d). Payment Authorization, Payment Remittance, and Returned Payments: By providing names and account information of Billers you wish to direct payments to, you authorize us to follow the Payment Instructions you provide. However, we may edit or alter payment data, except payment amount, data formats, payment addresses, and delivery methods in accordance with Biller directives and agreements. You authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. Payments may be returned for various reasons including, but not limited to, Biller's forwarding address expired, Biller is unable to locate account, etc. We will use our best efforts to research and correct returned payments and re-send to the Biller as applicable, or void the payment and credit your Payment Account. You authorize us to credit your Payment Account for payments for any returned payments.

26(f). Prohibited Payments and Exception Payments: We have the right, but not the obligation, to monitor for, block, cancel, or reverse Prohibited or Exception Payments. We have no obligation to research or resolve any claim resulting from a Prohibited or Exception Payment. All research and resolution for any misapplied, misdirected, or confiscated Prohibited or Exception Payment will be the sole responsibility of you.

26(g). Biller Denial: We reserve the right to deny to send a payment to any Biller for any reason. We will promptly notify you if we decide to refuse to pay a particular Biller. We are not required to send you a notice if you schedule a Prohibited or Exception Payment.

26(h). Service Guarantee: We will use our best efforts to make all your payments properly. However, there may be delays in the processing and posting of your payment. We will bear responsibility for any late payment related

charges up to \$50 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Payment Scheduling paragraph in this Agreement and the Biller has refused to reimburse you or reverse the charges. However, our Service Guarantee will be void and we will not be liable for any losses or damages if we are unable to complete any payment because of the reasons stated below and in this Agreement (see Incomplete Transfer of Funds):

- You changed or cancelled the payment.
- You scheduled a Prohibited or Exception Payment.
- A Biller was denied (see Biller Denial).

Provided none of the foregoing exceptions are applicable, if we cause an incorrect payment amount to be removed from your Payment Account or directed to a Biller which does not comply with your Payment Instructions, we shall be responsible for returning the funds to your Payment Account and for redirecting the payment to the proper Biller, and, if applicable, for any late payment related charges.

26(i). Monthly Fees and Charges: There is no monthly fee to maintain Billers in ePay and there are no fees or charges for standard delivery of each payment. Some Billers offer expedited payments for a fee. The fee is set and charged by the Biller. The fee will be reflected at the time you schedule the payment. If you accept the fee, you authorize the fee to be charged to your Payment Account. If you dispute the fee, you agree to contact the Biller for resolution and agree that we have no control over the fee.

26(j). Uncollectable Funds and Penalties: In some instances your Biller may receive a payment even if we have not successfully collected funds from your Payment Account. In such cases, you will receive a notice from our payment processor (CheckFree) requesting reimbursement. You agree that you:

- Will reimburse CheckFree immediately upon demand and validation that the amount has not been successfully deducted from your Payment Account.
- Will be obligated for a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any amount not reimbursed to CheckFree after fifteen (15) days of the initial notification.
- Will be obligated to CheckFree for any fees incurred in attempting to collect the uncollected payment from you.
- Authorize the facts concerning the continued uncollected funds to be reported to any credit reporting agency.

26(k). Electronic Bill Delivery and Presentment: Some Billers offer Electronic Bill Delivery and Presentment (eBills) through ePay. Billers that offer eBills will automatically present the option after you have added the Biller. However, you may only accumulate a total of six (6) eBills through ePay. If you select eBills for a Biller, you will be presented with that Biller's Terms and Conditions and may be prompted for certain information requested from the Biller. Each Biller reserves the right to accept or deny your request to receive electronic bills. The delivery of eBills varies from Biller to Biller and your first bill might take up to sixty (60) days depending on your billing cycle. If you activate eBills for any of your Billers, it is your sole responsibility to keep your accounts current and to contact your Billers directly if you do not receive your statements. In addition, you agree that:

- We may exchange information with the Biller including, but not limited to, name, addresses, phone numbers, email addresses, and other data requested by the Biller.
- If you are asked to provide your Biller with your username and password for that Biller, you are authorizing us to obtain your bill data.
- You will contact the Biller directly to make any necessary changes.

- It is your responsibility to maintain all usernames and passwords for all electronic Biller sites.
- We may notify you via the Service and by the email we have in our records for you when a Biller presents a new bill and that if you do not receive notifications that you will periodically check the Service for eBills.
- You will hold us harmless if a Biller fails to deliver your bill and that copies of delivered or undelivered bills must be requested directly from the Biller.
- We are not responsible for the accuracy of your eBills and that we are only responsible for presenting the information we receive from the Biller
- You will contact the Biller directly in case of any discrepancies or disputes regarding the accuracy of your eBill summary or details.
- You or your Biller may cancel eBills at any time and that it may take up to sixty (60) days, depending on the billing cycle of each Biller, to receive your bills in an alternate manner.
- It is your sole responsibility to make arrangements with your Biller for an alternative form of bill delivery in case of cancellation and we will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- You will not use someone else's information to gain unauthorized access to another person's bill.

27. Additional Disclosure and Agreement Mobile Banking

Mobile Banking is a mobile app that can be downloaded and installed on mobile devices. Mobile Banking is an account management companion to Online Banking. Except as otherwise provided in this Agreement, you are responsible for all transactions made using your mobile device.

27(a). Access: You must have the latest two versions of Android or iOS operating systems installed on a mobile device that is text messaging-enabled with sufficient free memory space, data connectivity and a WAP-based WebBrowser mobile device in order to access Mobile Banking. You must have the ability to download a mobile banking application. We make no representation that content or use of Mobile Banking is available for use in any particular location, including outside the United States. Accessing from locations outside of the United States is at your own risk.

27(b). Activation: Mobile Banking will be activated only after successful authentication of your mobile device and/or mobile phone number. The decision to require multiple authentication methods is strictly at our discretion.

27(c). Location Information: When you use a location-enabled Mobile Banking service, we may collect and process information about your actual location, such as Global Positioning System ("GPS") signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud and to engage your card control preferences. We are not responsible for inaccurate information provided to, through, or from such locaters.

27(d). Card Controls: Card Controls allows you to set control preferences and alerts ("Notifications") preferences ("Preferences") for CU SoCal debit and credit cards including, but not limited to, card on/off. Notifications may be sent via texts or push messages. We will not charge a fee for sending Notifications, but your service provider might charge you for texts or push messages.

Setting Preferences will not guarantee that designated transactions will be prevented, limited, or approved or that particular Notifications will be generated or received. Card Controls depends on several factors including, but not limited to, your card and account status, merchant-provided transaction identifiers, merchant practices, GPS, your location, the status of your mobile device, accessibility or utility over some networks, particularly while roaming, or other errors, interruptions, delays, or failures in the processing of your Preferences.

We assume no liability for the unintended denials or approvals in which Card Controls was a determining factor or for the timeliness, reliability, deletion, non-delivery, or misdelivery of any Notifications we may send you whether received or not received by you and we will not be liable for any losses caused by any actions you take in reliance of denials, approvals, or Notifications or your failure to respond to the denials, approvals, or Notifications. If you need current account information you must contact us directly. (See How to Reach Us.)

You may cancel or change your Preferences by using the options in Card Controls or contact us if you need assistance in cancelling any Preferences. (See How to Reach Us.)