



**PLEASE READ THIS DISCLOSURE AND AGREEMENT CAREFULLY AND KEEP A PRINTED OR ELECTRONIC COPY FOR YOUR RECORDS**

**SESLOC CREDIT UNION**

**ONLINE BANKING AND MOBILE BANKING SERVICES**

**ESIGN Acknowledgement and Consent Disclosure for Electronic Transmission of Signatures and Documents for Online Banking and Mobile Banking Services**

(Effective April 1, 2024)

**THIS ACKNOWLEDGEMENT AND CONSENT DISCLOSURE (“DISCLOSURE”) ALLOWS US, UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT (“ESIGN”), TO PROVIDE YOU WITH REQUIRED DISCLOSURES AND OTHER DOCUMENTS ASSOCIATED WITH SESLOC CREDIT UNION’S (“SESLOC”) ONLINE BANKING AND MOBILE BANKING SERVICES (“ONLINE BANKING”) ELECTRONICALLY WITH YOUR CONSENT.**

In this Disclosure the words “you” and “your” mean each member and joint owner who utilize Online Banking and Mobile Banking Services with SESLOC. The words “we,” “our” and “us” mean SESLOC. The term “Access Device” means any electronic device you use to access Online Banking and Mobile Banking Services with us.

This Agreement applies to all agreements, disclosures, forms, requests, and notices, pertaining to Online Banking, and Mobile Banking Services only. This Agreement does not include consent for electronic delivery of periodic statements, membership or account disclosures or notices regarding your share or loan activity.

1. **Consent to Receive Communication and Documents Delivered Electronically.** With your consent to this Disclosure, you understand that all Online Banking disclosures, including but not limited to; the Online Banking and Mobile Banking Agreement, any change in terms notices pertaining to this agreement and any forms, requests, or notices related to activities or transactions you conduct through Online Banking and Mobile Banking Services will be delivered to you electronically.
2. **Withdrawal of Consent.** You may withdraw your consent to this Agreement at any time, free of charge, by contacting us at (805) 543-1816. Be advised that withdrawing your consent to electronically receive change in terms notices or other notices or to send forms or requests related to Online Banking and Mobile Banking Services, will result in termination of your Online Banking and Mobile Banking Services and your utilization of these services.
3. **Requesting Paper Copies.** You understand that you will not receive paper copies of the Agreement(s) and notices provided to you electronically unless you request them. You may request at any time, a copy of an Agreement or change in terms notice provided to you electronically, be mailed to you, free of charge, by contacting us at (805) 543-1816, visiting one of our branch locations, or writing us at P.O. Box 5360 San Luis Obispo, CA 93403-5360. The Online Banking and Mobile Banking Agreement is also available for viewing and printing within Online Banking.
4. **Email Address.** You agree to provide a valid email address and other contact information related to your accounts and your use of Online Banking and Mobile Banking Services and to update your information immediately should your email address or contact information change by the following means: updating the information within Online Banking, calling us at (805) 543-1816, visiting one of our branch locations, or writing us at P.O. Box 5360 San Luis Obispo, CA 93403-5360.

5. **Minimum System Requirements.** By agreeing to the terms and conditions of this Disclosure and consenting to electronic transmission of Agreements and documents, you are attesting that your Access Device meets the minimum system requirements listed below to view, retain, and print all electronic documents.

	<b>Minimum System Requirements for:</b>	
	<b>Personal Computer</b>	<b>Mobile Device</b>
<b>Internet Access / Software</b>	An Internet connection and an up to date Internet browser that is compatible with displaying HTML5 media, and supported by your operating system (must accurately read and display .PDF files).	An Internet connection and an up to date mobile Internet browser that is compatible with displaying HTML5 media and supported by your operating system (must accurately read and display .PDF files).
<b>Operating System</b>	An up to date operating system capable of supporting the software above.	An up to date version of Google Android or Apple iOS.
<b>Printing / Storing</b>	A printer and/or storage device to print or retain electronic disclosures and documents.	A printer and/or storage device to print or retain electronic disclosures and documents.

You understand that SESLOC does not make any warranties on equipment, hardware, software or Internet Service Provider, or any part of them expressed or implied, including without limitation any warranties or merchantability or fitness for a particular purpose. SESLOC is not responsible for any loss, injury, or damages, whether direct, indirect, special, or consequential, caused by the Internet Service Provider, any related software, or SESLOC's use of any of them or arising in any way from the installation, use or maintenance of your personal hardware, software, or other equipment.

**By providing your consent, you agree to the terms and conditions of the ESIGN Acknowledgement and Consent Disclosure for Electronic Transmission of Signatures and Documents for Online Banking and Mobile Banking Services. You are acknowledging that you were able to access and have read the Disclosure, that you are able to receive, review and either print or electronically save electronic documents, that you have an active email address, that your Access Device, including hardware and software, meets the minimum system requirements and that you affirmatively consent to transmission of signatures and documents for Online Banking and Mobile Banking Services electronically.**

### **Online Banking and Mobile Banking Agreement**

(Effective April 1, 2024)

This Online Banking and Mobile Banking Agreement ("Agreement") sets forth the terms and conditions applicable to the online banking and mobile banking services provided by SESLOC Credit Union. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms, and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information. Each time you access the Service, you confirm your agreement to these terms, as amended from time to time. You agree that the Accounts accessed using the Services will only be used primarily for personal, family or household purposes.

**This Agreement includes disclosures applicable to consumer accounts as provided under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E. Read this document carefully and retain a copy for your records. If your accounts are utilized for business purposes, any regulatory consumer protection provided to consumer (personal, family, or household purpose) accounts will not apply to business accounts under this Agreement.**

This Agreement is in addition to other agreements between SESLOC Credit Union and you, including but not limited to (as applicable), you Member Account Agreement and Disclosure, your share checking, share savings, and other account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the other agreements between you and us, this Agreement will control.

#### **Available Services**

With the Services you can, subject to system or other limitations:

- Obtain Account balance and statement information

- Primary Members Update Account address
- Transfer funds between eligible Accounts (“Account Transfers”)
- Initiate M2M transfers
- Initiate A2A transfers
- Electronic Statements
- Provide check stop-payment instructions
- Order checks
- Set up account alerts (“Alerts”)
- Access loan account services
- Access some of the Services and remotely deposit checks to your eligible Accounts using your wireless access device (“Mobile Banking”)

Some Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Balances reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Information about some transactions may not be available on the day the transaction occurs. Some of the Services may appear on your screen that have not been activated for your use. We may make other services available to you and you agree to be bound by the terms and conditions of the additional services, as they apply, in addition to the terms of this Agreement.

### Dollar Limits

**Account Transfer.** There is no limit on the number or dollar amount of Account Transfers, including M2M and Loan Service Transfers you can make between accounts at the Credit Union with the Service. There must be a sufficient available balance in the transfer “from” account for the transfer to process.

**External A2A Transfer.** For External A2A Transfers from your SESLOC checking, share savings or money market account to another financial institution, the following maximum dollar limits per membership apply:

Amount per Individual Transaction per Day	Amount per Account Transactions per Day	Amount per Aggregate Transactions per Day Per Membership	Amount per Aggregate Transactions per Month Per Membership
\$3,000	\$3,000	\$3,000	\$10,000

**Mobile Deposit.** For Mobile Deposit Services, you may deposit funds not to exceed \$10,000 a day, with no limit to the number of individual checks you may deposit.

For security and risk management reasons and at our sole discretion, we may change the limits on frequency of transactions or dollar amounts imposed on your use of the Services.

### Cut-Off Hours

A Communication received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time, we receive it. All references to time in this Agreement shall refer to Pacific Time. Our cut-off hours may be established by and changed from time-time-time by us. Our current cut-off hours are as follows:

- Account Transfers, including M2M: 8:00 PM
- Loan Transfers: 8:00 PM
- External A2A Transfers: 2:00 PM
- Check Stop Payments: 8:00 PM
- Mobile Deposit: 8:00 PM

If a transaction is entered into the Service on a day other than a Business Day, or after the applicable cut-off hour on a Business Day, it will be processed at the opening of business on the next Business Day. SESLOC may from time to time temporarily or permanently change its cut-off hours for all or specified types of Service transactions, subject to giving reasonable notice prior to the change. The balance and the activity information that Company obtains through the Service areas of the end of the previous Business Day and memo posted transaction activity for the day of inquiry.

## General Terms

*Definitions.* In this Agreement, defined terms have the meaning given to them. In addition:

- Your “Account” refers to the share account or share accounts you have as the account(s) accessible to the Services.
- Your “available balance,” “available funds” and similar words mean the balance in your Account as determined under our funds availability policy.
- “Business Days” means Monday through Friday, except federal bank holidays and state holidays.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services, including your logon to the online banking service to access the Services.
- A “business account” shall mean an account that is not established primarily for personal, family or household purposes, or is otherwise not a “consumer account” under the EFTA.
- A “consumer account” shall mean an account that is established primarily for personal, family or household purposes and is subject to the EFTA as a “consumer account.”
- “Cut-off hours” may be established by and changed from time-to-time by the Credit Union.
- “Deposit Agreement” shall mean SESLOC’s Member Account Agreement and Disclosure applicable to your Account.
- Your “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access the Service and Accounts and to use the Services. The Security Codes include any additional or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “Service(s)” are the online banking interface and the banking services described in this Agreement.
- “Supporting Documents” means and includes all documentation, all instructions (including online instructions), schedules or similar materials, which form a part of this Agreement. Any reference to the Agreement, including Addenda, shall be deemed to include the Supporting Documents, unless otherwise stated. Unless otherwise agreed, this Agreement including the Supporting Documents will be deemed accepted by Member upon provision by us of the Services.
- The word “includes” means “including but not limited to” the examples given.
- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “we,” “us,” “our,” “SESLOC” and similar terms are used to refer to SESLOC Credit Union.
- The words “you,” “your,” “Member” and similar terms are used to refer to the person entering into this Agreement and to each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.

*Communications.* We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners), or their authorized representatives. Each time you use our Services, or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, as amended. Each time you use our Services, or you permit any other person to use our Services, you are agreeing to the terms and conditions of any instructional material which we may provide to you regarding the Services, including instructions presented to you at our website. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. You agree to provide us with information as we request, from time to time.

Our duty to respond to communications and service requests from you will be limited to the extent expressly provided in this Agreement, and as otherwise required by applicable law or regulation. Nothing contained in this Agreement will be construed to require us to detect and correct or report errors in information or transmissions received from you. You acknowledge and agree that you will comply with your obligations to timely review and report errors or unauthorized activity in statements and communications made available from us regarding your Accounts, including routine periodic statements, as provided in this Agreement and the Deposit Agreement (defined above). You agree to maintain a record of your Service communications and transactions to enable us to reconstruct activity for a reasonable period of time, as may be need by us from time to time.

*Eligible Accounts.* We are not obligated to establish access to any or all of your Accounts, including loan Accounts, and not all Services may be available with all Accounts, including loan Accounts. Some Services may not be available without special application to and approval by us or may be limited to specific types of Accounts or loan Accounts.

Eligible Accounts include the following types: share checking, money market, share savings, and share certificates. We may allow loans and lines of credit to be available, in which case you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Share certificates are time deposits where early

withdrawal penalties may result. No online withdrawal activity is allowed on share certificates. Save to Win and Building Block share certificates may allow deposit transfers to those share certificates. Accessibility to Accounts may vary based on the Service(s) you use.

*Sufficient Funds.* You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account (if any). We may hold (or “freeze”) funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money.

*Account Information.* Account information provided using the Services may reflect funds that are not currently available, as well as funds that are pending processing and that may change before final posting. In the event of conflict between Account information provided in the Services and information reflected on our internal records, our internal records will control. Some transaction information may not be immediately accessible using the Services. You may confirm any Account or transaction information, including information provided while using the Services, by calling us directly.

*Access Restrictions Waiver:* Accessibility to Accounts may vary based on the Service(s) you use. Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using Services other than with a Service. We may limit or deny Services to you if there are access restrictions. If access restrictions exist, they do not apply to your use of the Services. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

*Compliance with Laws and Rules.* You agree to comply with all state and federal laws, rules, and regulations applicable to you and to your use of the Services (the “Laws”), including the operating rules of all Services used to provide Services to you (the “Rules”), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanctions laws administered by the Office of Foreign Assets Control. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The Member Account Agreement and Disclosure, and our rules, procedures, and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (“NACHA”) for transfers facilitated through the Automated Clearing House (“ACH”) network;
- Applicable state and federal laws, rules, and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same.

*Electronic Records and Signatures.* When any Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or “signed” document which we provide to you containing your purported signature.

*Access.* To use the Service, you must have at least one share savings account at SESLOC, access to Internet service and an e-mail address.

#### **Computer Equipment and Software to Access the Services**

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, and computers. You agree to use equipment that is compatible with our programs, Services and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. This includes an internet browser that supports our online banking Service and system. Some Services may require you to download an App. You agree to maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity. You agree to implement and maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any Account information which you may access or store on your computer or other data storage Services.

### **Privacy and Confidentiality**

All information gathered from you in connection with using the Service will be governed by the provisions of our consumer privacy policy, as well as our California consumer privacy policy, which you agree to review by accessing our homepage.

In addition, we will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission.

### **Available Accounts**

We reserve the right to limit which Accounts may be available within the Services. Any signer on any Account available within the Service, acting alone, is authorized by you to access and use Services for any other Account available within the Service, whether or not that person would be authorized to transact on the other Account in the absence of this Agreement.

### **Security Code Credentials**

During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys, or other means of authenticating your identity and electronic communications in your name. These may include a member number logon name, password, and token. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to change all passwords with sufficient frequency so as to protect confidentiality. You agree not to disclose your Security Codes to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device (for example, do not write them down). NOTE: Some browser software may store user names, passwords, and security codes to facilitate the future use of a website. For security reasons, it is recommended you do not have your browser automatically remember this information. If you choose to use this feature with the Services, you assume all responsibility and liability for any unauthorized access to your accounts or information that may result. Check your browser's "Help" screen for more information on this feature. For security reasons we may disable your Security Codes, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, your children's or pet's names, birth dates, addresses or other easily recognized identification related to you. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. Except to the extent limited by applicable law, you agree to indemnify and release us from liability for any claims related to our having honored a transaction or action in reliance on your Security Codes having been provided to us to facilitate the transaction or action.

After multiple unsuccessful attempts to use your Security Codes, we may temporarily lock your access to the Services. To re-establish your access to the Services, you agree to call us at 805-543-1816 or toll free 844-773-7562.

### **Contact In Event of Unauthorized Transfer**

If you believe any part of your Security Code, including your password, has been lost or stolen call: 805-543-1816 or toll free 844-773-7562.

You should also call the number above or write to SESLOC Credit Union, PO Box 5360, San Luis Obispo, California 93403-5360 if you believe a transfer has been made using the information from your check without your permission. Any oral notification must be followed by a written notice of the problem within fourteen (14) days of the oral notice.

### **Email Communications**

While access to us through the Message Center function of the Services is "on-line," messages sent to us through the Message Center, hereafter known as "Secure Messages", are not reviewed by our personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person. The Message Center function is not intended for use by you to initiate a transaction on your account(s), including check stop payment orders. If you send us an email message outside of the secure logon feature, your communication will not be secure and our receipt and response to the email may be further delayed. You agree not to rely on any form of email communication for any matter requiring immediate attention.

Your Secure Messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise expressly provided herein, Secure Messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or Secure Messages sent by us to you will be deemed received by you when sent by us to you at your email address as shown on our records or within the Service. You agree to notify us (using the Service or otherwise in a form acceptable to us) whenever your email address or physical address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Service from time to time, to access this information or the messages. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any email shall nevertheless be deemed to have been provided to you if the email was sent to the email or other contact, we have on file for you.

### **Account Information Services**

The Services include the ability to obtain Account information, including make transaction history inquiries, subject to system limitations. Some transactions may not be reflected by the system until the following business day. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online information. If you are unable to access the Services for any reason, you may contact us directly.

### **Electronic Statements**

Electronic statements offer you a convenient way to view, save and print your periodic statements. If you elect to receive electronic statements, we may discontinue sending paper statements and make periodic statements available to you in electronic form only. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for your viewing, downloading, or printing for a period of twenty-four (24) months from the date that it is made available to you. You agree to review your electronic statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity, or other problems, as provided in our agreement with you. You will be deemed to receive electronic statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the electronic statement available to you, regardless of when it is actually viewed by you. If you cannot access, print, or view your electronic statements, you must contact us immediately at (805) 543-1816 to make alternate arrangements. Please see the Authorization and Consent for Electronic Transmission of Disclosures and Ongoing Electronic Statements for other important information about electronic statements and our electronic communications with you. You agree to periodically logon and check on the delivery of new statements.

### **Account Transfers**

You must not use the Service to transfer funds to or from an account that you do not own or have not been granted access. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements,

will be available to you online, and can be obtained by calling (805) 543-1816. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

*Scheduling Fund Transfers.* You may instruct us to initiate single or recurring Account Transfers on any business day (the "Transfer Process Date"). If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the following business day. To initiate an Account Transfer, you must provide the information prompted within the Service, including the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

*Changing or Cancelling Account Transfer Instructions.* For same-day Account Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Account Transfers, the transfers can be cancelled through online banking up to 8:00PM.

## **A2A Transfers**

*Transfer Authorization and Processing.* The A2A Transfer Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us on the one hand, and your account(s) that are maintained by other financial institutions, on the other hand ("Recipient Account"). The "Transaction Account" is the Account from which your funds will be debited. You represent and warrant that you are either the sole owner or a joint owner of the Transaction Account and the Recipient Account and that you have all necessary legal right, power, and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

*External Account Verification.* Before you can transfer funds to or from a Recipient Account you maintain at another financial institution, the account must be set up and verified through our online banking service. Set-up for these accounts may require you to provide login credentials for the Recipient Account or to verify one or more micro-deposits to or withdrawals from the account. Depending on the transfer type and your actions, it may take several days for an account to be set up and verified. Each time you instruct us to transfer funds to or from an account you maintain at another financial institution, you warrant to us that you are an owner of that account, that you are authorized to use the Service for that transaction, and that no other person's authorization is required. We may charge your account for the transfer amount as early as the transfer process date.

*Authorization and Revocation.* You agree and acknowledge that when you use the Service to initiate an A2A Transfer, that you authorize us to initiate an ACH transaction, or other transaction at our discretion, to or from your external account. Also, you agree that for recurring and future dated transfers, this authorization will remain in effect until revoked by you through the Service or by calling us at (805) 543-1816. We must receive your revocation request no later than 12:00 PM on the business day before the transfer date.

*A2A Transfer Cancellation.* For future A2A Transfers, transfers can be cancelled through online banking up to 4:00 PM. For next-day A2A Transfers, transfers can be cancelled through online banking up to 4:00 PM.

## **M2M Transfers**

*Transfer Authorization and Processing.* The Member to Member ("M2M") Accounts Transfer Service enables you to transfer funds to another SESLOC Credit Union member through the online banking service. The M2M Accounts Transfer Service allows you to transfer funds **TO** another member's account only, you cannot request funds be deposited into your account. You have two options for linking another member's account ("Other Member Recipient Account") to your online banking profile under Member to Member Accounts: (i) by *Account Number*, if you have the Other Member Recipient Account information including, first and last name, member number and account type; or (ii) by receiving a M2M code created within Online Banking by the Other Member Recipient, and entering the code under Member to Member Accounts, *M2M Code* on your online banking profile. You can delete Other Member Recipient Account(s) you have linked within the Member to Member Accounts Transfer Service. Other Member Recipients may revoke their access to transfer to their accounts by deleting the M2M code they provided you within their own online banking profile. Note: Other Member Recipients cannot revoke access to transfer funds to their account, if they provide account information (including name, account number and account type) to you and you entered the information directly on the M2M Transfer Service under your online banking profile. To cancel access to these accounts you must delete the linked account from your profile. You assume sole responsibility for accurately entering Other Member Recipient Account or other information or M2M codes required for your input by the system for a M2M Transfer. We are not responsible for confirming such information. If you give us M2M Transfer instruction that is incorrect in any way, you agree that we may charge your account for the transfer and that we are not obligated to detect or correct errors in your M2M Transfer instructions.

## **Loan Account Services**

Generally, the loan account services ("Loan Account Service(s)") include your ability to initiate loan Account advances and payments. You will also be able to view your recent loan Account payment history. You agree that the relevant loan agreement, note, or other



document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

*Advances and payments.* You may use these features to facilitate advances and payments from or to your loan Account (“Loan Transfer(s)”). When using the Loan Account Services, you must designate the deposit Account (“Loan Transfer Deposit Account”) to or from which the Loan Transfers are to be applied. The Loan Transfer Deposit Account may only be used in connection with an eligible deposit Account you maintain with us. You must not use the Loan Account Service to transfer funds to or from an account that you do not own. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Loan Account Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling us at 805-543-1816.

*Sufficient Funds; Payment Account Ownership.* You represent that you have sufficient available funds in your Loan Transfer Deposit Account to facilitate a loan Account payment, also that your advance on the loan Account is permitted pursuant to the underlying loan agreement.

*One-Time Transfer.* Loan Transfers can be made in two ways, on a one-time or recurring basis. One-time Loan Transfers may be immediate or scheduled for a future processing date (“Processing Date”). If you select a Processing Date that is not a business day or submit your Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Processing Date will be the next business day. One-Time Transfer instructions, once scheduled, may be cancelled through online banking up to three (3) business days prior to the scheduled date.

*Automatic Loan Payments.* You can use the Loan Account Service to schedule recurring Automatic Loan Payments (“ALP”) to be processed from the Loan Transfer Deposit Account you identify on a specific Processing Date. The ALP must be for the “Regular Loan Payment” or a “Fixed Amount,” (which must include your regular monthly and/or current payment amount due). However, if a Processing Date is schedule to occur on a non-business day, then that ALP Processing Date may be the next business day. Recurring ALPs must be cancelled or changed at least three (3) business days before your loan’s current payment date.

*Scheduling Payments in Advance of the Due Date.* You are responsible for ensuring that you initiate a Loan Transfer payment instruction in time for the payment to be received by us before its due date (without taking into account any grace period) (“Due Date”). We are not responsible for any damages, costs, or fees you may suffer if you do not allow sufficient time between the Processing Date and the Due Date.

*Erroneous Transfer Instructions.* You assume sole responsibility for accurately describing transfer amounts, dates, accounts, and any other information required for your input by the system. We are not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If you give us a Loan Transfer instruction that is incorrect in any way, you agree that we may charge your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your Loan Transfer instructions.

*Notice of Returned ACH Loan Payments.* We may notify you by phone, electronic transmission, including email, or United States Postal Service first class mail of the receipt of a returned Loan Transfer from the ACH no later than one (1) business day after the business day of receipt. Except for a Loan Transfer retransmitted by you in accordance with the requirements of the Loan Account Service, we shall have no obligation to retransmit a returned Loan Transfer if we complied with the terms of this Agreement with respect to the original Loan Transfer request.

*ACH Entries; Provisional Credit.* To the extent Loan Transfers are made through the Automated Clearing House Network (“ACH”) they are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the recipient provisional until receipt by the recipient’s financial institution of final settlement of the credit transaction. You agree that any credit by us to you for any Loan Transfer is provisional until we have received final settlement for such Loan Transfer. We may delay availability of provisional credit at our discretion. If final settlement is not received, we are entitled to, and you agree to pay a refund of the amount credited; we may charge your account for the amount due. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

*Payment Methods.* We reserve the right to select the method in which to facilitate Loan Transfer requests. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third-party service provider’s account), or a demand draft payment (where a negotiable instrument is created and drawn off of your Account). You are responsible for scheduling payments to be made in a timely manner.

### **Check Stop Payment Services**

You can request a stop payment online through the Service. From time-to-time, the System may be inoperable. If that occurs, your request can be communicated to us by telephone at 805-543-1816. If you call, we may also require you to put your request in writing

and submit it to us within 14 days after you call. To best protect your account(s), please do not write or email these requests since they may not be received in time to issue a stop payment. We must receive your Check Stop Payment request sufficiently in advance to provide us with a reasonable opportunity to process your request in sufficient time prior to the presentment of the check. Send requests for stop payments for preauthorized transfers in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We will charge you our regular stop payment fee for each stop payment order you give; refer to the Fees Schedule for the current fee. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Service, or acceptance of your request via the Service, does not conclusively represent whether or not the check has already been paid. We may accept a Check Stop Payment request from you with respect to a check that has already been paid, and we will have no obligation to determine or notify you that such check was previously paid.

You must give us timely, complete, and accurate information as prompted by the Service, including the date, the account number, check number, EXACT amount, check date and the name of the payee. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/EFT transaction, point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request form; and does not cancel or revoke any authorization for future or recurring ACH/EFT transfers by you or by the same biller or originator. A Check Stop Payment request is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

You assign to us your rights against the payee or any other holder of any check on which you have requested a Check Stop Payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this subsection will survive termination of this Agreement.

### **Account Alerts**

The account Alerts feature is a convenience tool that permits you to request automated notification in specific situations by text message, email, or push notification within the Mobile App. By setting up the Alerts feature, you authorize us to send the communications by email, text message, or push notification within the Mobile App, to any address or mobile number we have on file for you. Alerts do not replace standard communications you receive from us concerning your accounts. To elect to receive Alerts by text messaging from the Credit Union, you must first access the manage Alerts function through the Online Banking or Mobile Banking Service and authorize the Alerts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. You may stop or suspend Alerts with the exception of security-related alerts which are required, at any time by accessing the manage Alerts through Online Banking or Mobile Banking Service and instructing the Credit Union to stop the Alerts.

### **Mobile Banking**

Mobile Banking provides wireless access to the Services, as well as the ability to deposit checks to your linked Accounts ("Mobile Deposit"). You agree to the terms in this Mobile Banking Section. Some Mobile Banking Services may not be accessible while using your wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by us from time to time. Some Mobile Banking Services may not be available without special application to and approval by us, may be limited to

specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Subject to change or limitations in SESLOC's sole discretion, with the Mobile Banking Service you can perform the following services from a compatible Mobile Access Device:

- Deposit checks with Mobile Deposit
- View Account balances
- Make Account Transfers
- View recent transaction history

*Access and Use.* To utilize Mobile Banking, you must agree to the terms of this Agreement. Once you have enrolled for Mobile Banking, accounts available under your Security Codes will be accessible through your Wireless Access Device. Additionally, to access and utilize Mobile Banking you will need a compatible Wireless Access Device. Your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You agree to accept responsibility for learning how to use Mobile Banking and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software ("App") to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision Mobile Banking Services by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of Mobile Banking and shall further prevent the use of Mobile Banking by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

*Hardware and Software.* You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking.

To the extent Mobile Banking involves our having granted you usage rights to our App, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. Mobile Banking does not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which had been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Mobile Banking upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

### **Mobile Deposit**

The Mobile Deposit feature enables you to use your Wireless Access Device to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement.

*Definitions.* In addition to the terms otherwise defined in this Agreement, the following terms will have the meaning provided in this "Mobile Deposit" Section:

"*Check*" means an Original Check, as defined in Regulation CC.

"*Endpoint*" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Checks or Substitute Checks.

"*Check Image*" means the digitized image of a Check that is created by you and transmitted to SESLOC using the Mobile Deposit Service.

"*Electronic Check*" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

*"Item"* means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or indorsed to you, and includes Original Checks, Substitute Checks and Electronic Checks. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

*"Mobile Deposit Services"* means the Mobile Deposit Services described in this Agreement, to be provided by SESLOC to you to enable the processing of Items digitally as Electronic Checks through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by SESLOC and its licensors and contractors in connection with the electronic processing of Items.

*"Non-cash Item"* means an Item that would otherwise be an Item, except that: (i) a passbook, share certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

*"Non-qualifying Item"* means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, credit card checks, Items payable to "cash," or "holder," Substitute Checks, non-negotiable Items, Items that contain evidence of alteration of the information on the check, Items that are payable through drafts, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations as established by us from time to time.

*"Original"* with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

*"Payor Financial Institution"* means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

*"Regulation CC"* means 12 C.F.R. Part 229, as it may be amended from time to time.

*"Substitute Check"* means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

*"UCC"* means the Uniform Commercial Code as enacted and amended in California.

*"United States Financial Institution"* means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Mobile Deposit Service, or a State or local government.

*Your Responsibilities.* In connection with the Mobile Deposit Services, you agree to comply with the following:

- Each processed Check Image must be transmitted in compliance with the terms and conditions of this Agreement;
- The Check Image is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to a Check Image;
- The Check Image contains all indorsements applied by parties that previously handled the Original Check in any form for forward collection or return;
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check;
- You will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent;
- You will only submit Checks for processing to us that meet the definition of "Item" as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not process any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;

- You will not attempt to scan and transmit to us any third-party checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer;
- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Electronic Check consistent with the terms of the deposit account agreement;
- You will (i) ensure that Items are restrictively endorsed "*For Mobile Deposit Only*" and otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the supporting documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form;
- You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;
- You shall be responsible for installing and implementing any changes and upgrades to the Mobile Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Mobile Deposit Services. You will ensure that your Wireless Access Device is operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes;
- You agree to indicate that the Item has been deposited via the Mobile Deposit Service by writing "*For Mobile Deposit Only*" with your endorsement on the back of the Item. If not directed otherwise by us, you will store Original Checks in a safe and secure environment for not more than 14 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) that the information contained on such Original Checks or on any corresponding Check Images are not disclosed to third parties; (b) such Checks will not be duplicated or scanned more than one time; and (c) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and SESLOC to securely and permanently destroy Original Checks after your retention period has expired;
- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the Item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Electronic Checks, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us. If the maker of a Check or another third party makes a claim against us or seeks a recredit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.; and
- You agree to make all encoding, transfer, presentment, and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

*Processing.* For all Check Images processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Your account will be provisionally credited upon our acceptance of Check Images for deposit which are received by us from you through the Mobile Deposit Service.

We will process any returned Items in accordance with applicable law and the deposit account agreement. Availability of credit from Items processed under this Agreement will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Check Images. We may from time to time establish and amend exposure limitations and assign them to you.

Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Check Images, Check Images processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Check Images are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Check Images will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Check Image is acceptable to us in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have

successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Check Images received by us for deposit may be rejected by us in our sole discretion.

You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Check Image, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your account.

If a Check Image is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

*Reserves; Security Interest; Held Funds.* In addition to any other rights we may have under this Agreement and otherwise with regards the accounts of yours, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, the Electronic Check Clearing House Organization™ ("ECCHO") Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Electronic Checks and Substitute Checks may expose us to claims for several years following processing of the Electronic Check or Substitute Check.

*Your Indemnification Obligation.* In addition to any indemnification obligations you have under the Agreement, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold us harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any Check Image processed by us for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Check Image to us; (iii) any loss or corruption of data in transit from you to us; or (iv) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

*Our Liability.* In addition to our limitations on liability that may be stated elsewhere in the Agreement and the deposit account agreement, and except to the extent prohibited by applicable law or regulation, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Electronic Check or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Electronic Check or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

*Relationship to Third Party Agreements.* You agree that, when you use the Mobile Banking and Mobile Deposit Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking or Mobile Deposit (such as data usage or text messaging charges imposed on you by your mobile service provider), and you agree to be solely responsible for all such fees, limitations, and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

*Security of Data in Transition and Storage.* You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses, or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE MOBILE BANKING AND NOTIFY US IMMEDIATELY IN THE EVENT YOUR REGISTERED MOBILE DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

## **Security Interest in Accounts**

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at SESLOC, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights or, if later, until any other claims to such funds have expired.

## **Third Parties**

You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable, or we determine in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third-party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Services.

## **Fees and Charges**

Our current fees and charges for the Service are set out in the Schedule of Fees, as may be amended, and communicated to you from time to time. We may impose new fees and charges or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then current fee schedule.

If you do not use this Service for any twelve-month period, we reserve the right to discontinue your Service without notice to you. To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.

## **Hours of Operation**

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except legal holidays that we observe. The Service is available 24 hours a day, seven days a week, except during maintenance periods, unforeseen service outages or disasters.

## **Hours of Operation; Interruption in Services; Changes**

We may, on a regular basis, perform maintenance on our equipment or Service, which may result in interrupted Service or errors in a Service. As well, Service services may not be available due to emergency, power outages, and the like. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

## **Harm to Computer Systems/Data**

You agree that we will not be liable for malware, viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our website. We will not be responsible or liable for any indirect, incidental, or consequential damages that may result from such harmful components.

## **Disclaimer of Warranty**

We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. We do not and cannot warrant that Services will operate

without errors, or that any or all Services will be available and operational at all times. Due to the possibility of human and mechanical errors, as well as other factors, the Service is not error-free, and all information is provided "as-is," without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

### **Uploaded Content, Linked Sites and Advertisements**

From our website or while using the Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products, or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked website or the actions or omissions of its/their owners, operators or providers (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and Services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

### **Third Party Content**

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, set forth in this Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness, or other problem that may be associated with third party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

### **User Communication and Personalization Settings**

Our website and Services may permit you to send or receive communications and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content, or settings.

### **Idea Submission**

If you submit any materials or other information to any public areas of our website (such as bulletin boards, guest books, forums, wish lists and chat rooms), you hereby grant us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, sub-licensable, assignable, transferable, irrevocable license under copyright and patent, with the unrestricted right to use, sell, reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any such materials and other information (including, without limitation, ideas contained therein for new or improved products and services) by all means and in any media now known or hereafter developed or commercialized. In addition, you represent and warrant to us that you have the right to grant to us the foregoing license.

### **Our Intellectual Property**

You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title, or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of the Services or the Intellectual Property (ii) use of our website, Services or Intellectual Property, or (iii) access to our website Services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the website or a list of our content or website users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any



means other than via our website or mobile application; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

### **User Conduct**

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

### **No Commercial Use or Re-Sale**

You agree that the Service is only for the personal use of the individuals authorized to access your Account information with us. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

### **Confirmations and Periodic Statements; Duty to Examine**

You agree to examine any confirmations or monthly account statements promptly. **Except to the extent expressly provided otherwise under the "Consumer Liability" and "Errors and Questions" sections below** with respect to your duty to review periodic statements and to otherwise notify us of unauthorized electronic fund transfers, you agree to notify us immediately, and in no event later than 30 days after you have received the confirmation or account statement, whichever is received earlier, of the existence of any errors, unauthorized transactions, or irregularities reflected on the confirmation or on the account statement. If you fail to notify us of any such discrepancy within 30 calendar days of receipt of the confirmation or statement containing such information, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one year of receipt of such confirmation or statement, you will be precluded from asserting the discrepancy against us. For purposes of this Section, you will be deemed to have "received" a periodic statement at the earlier of the time that: (a) we first make it available to you for pick-up; or (b) the statement or the information is mailed or otherwise made available to you electronically.

### **Preauthorized Payments (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)**

**Right to Stop Payment and Procedure For Doing So.** If you have told us in advance to make regular electronic payments out of your Account, you can stop any of these payments. Here's how:

You may follow the directions provided in the Services, to stop the payment through the Services, or telephone us at: (805) 543-1816, or write to us at: SESLOC Credit Union, PO Box 5360, San Luis Obispo, California 93403-5360, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you a fee for each stop payment order you give. Refer to the Fees Schedule for fee details. A separate process will apply to the extent you wish to initiate check stop payment requests through the Services. Refer to "Check Stop Payment Services," above, for further details.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these electronic payments three (3) business days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

## **Consumer Liability (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)**

Tell us AT ONCE if you believe any part of your Security Code, including your password, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, as applicable). If you tell us within two (2) business days after you learn of the loss or theft of any part of your Security Code, including your password, you can lose no more than \$50 if someone used your Security Code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of any part of your Security Code, including your password, and we can prove that we could have stopped someone from using the Security Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any funds you lost after the sixty (60) days if we can prove that we could have stopped someone from taking said funds if you informed us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

## **Errors and Questions (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)**

In case of errors or questions about your electronic transfers, telephone us at: (805) 543-1816, or write to us at: SESLOC Credit Union, PO Box 5360, San Luis Obispo, California 93403-5360, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require you to send us the complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate a complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that were used in the investigation.

## **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases; and (ii) pay bills.

## **Financial Institution's Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line (if applicable).
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- The computer or related system was not working properly, and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrances restricting the transfer.

There may be other exceptions stated in this Agreement and in other agreements with you.

### **Limitation on Financial Institution's Liability**

EXCEPT AS RESTRICTED BY APPLICABLE LAW, THE FOLLOWING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE WEBSITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE WEBSITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE WEBSITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN THIS AGREEMENT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. EXCEPT TO THE EXTENT RESTRICTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (A) these limitations on our liability, (B) Your agreement to review statements, confirmations, and notices promptly and to timely notify us of any discrepancies or problems; and (C) Your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in this Agreement and our other agreements with you, we will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Service or Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures, or practices; or
- We have reasonable cause not to honor for our or your protection.

### **Remedies**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the website or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the website and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

### **Consumer's Indemnification Obligation**

Except to the extent prohibited by applicable law for regulation, you agree to indemnify and hold us harmless, including our affiliates, licensors, processors, third party contractors and service providers, from and against all claims, loss, damage or liability of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) your wrongful acts or omissions, or any person acting on your behalf in connection with your use of the Services; (ii) any act or omission of ours that is in accordance with the Agreement and instructions from you; (iii) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of the Agreement. This indemnity will survive the termination of the Agreement.

## **Release**

You release us and our affiliates and Service Providers 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 or one or more other users of the website or the applicable Service. In addition, if applicable to you, 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.

## **Documentation**

*Preauthorized Credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (805) 543-1816 to find out whether or not the deposit has been made.

*Periodic Statements.* You will get a monthly account statement (unless there are no transfers in a particular month). In any case, you will get the statement at least quarterly.

*Receipts and Transaction History.* You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

## **Collection**

If we initiate collection proceedings against you in an effort to recover any amounts owed, you agree to reimburse us for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

## **Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the website through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the website or Service, or interfere or attempt to interfere, with the website or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of the Agreement generally.

## **Refusal to Process or Delay in Processing**

We may delay or refuse to process any requested Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected Account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation

upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

### **Notices to You**

You agree that we may provide notice to you by posting it on the website, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or member profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

### **Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

### **Delays/Force Majeure**

The obligations of SESLOC shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of SESLOC.

### **Severability**

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

### **Entire Agreement**

This Agreement, including other documents referenced by this Agreement, contain the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement including other documents referenced by this Agreement.

### **Choice of Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, except where preempted by federal law.

### **Amendment of this Agreement**

We may amend, add to, or change this Agreement (including changes in its fees and charges, or Services). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions, or changes.

SESLOC shall give Member notice before the effective date of any such change if required by law unless an immediate change is necessary to maintain the security of an Account or the Service. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or the Service, SESLOC will notify Member of the change in terms within thirty (30) days after the change becomes effective. Member's continued use of any or all of the Services indicates Member's acceptance of the change in terms.

## **Waiver**

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

## **Assignment**

We may assign the rights and delegate the duties under this Agreement to a third party affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election.

## **Survival**

Those obligations of the respective parties under this Agreement that by their nature would continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

## **Conflict with Law or Policy Affecting SESLOC**

In the event performance of the Services provided herein and in accordance with the terms herein or therein would result in a violation of any present or future law or government policy to which SESLOC is subject and which governs or affects the transactions contemplated by the Agreement or an Addendum, then this Agreement and its Addenda shall be deemed amended to the extent necessary to comply with such law or policy and SESLOC shall incur no liability to Member as a result of such amendment.

## **Conflicts with Other Agreements**

Except to the extent that a term therein is contradicted by a term herein, this Agreement does not supplant any other agreement relating to Member's loan and deposit account agreements with SESLOC; where there is a contradiction, the terms of this Agreement will control.

## **Termination; Suspension; Delay**

We may terminate or suspend this Agreement and any service provided hereunder at any time. We will provide electronic or written notice of termination to you. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without notice. You may terminate this Agreement upon written notice to us. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination.

## **Business account Use**

This Agreement is not intended for use by business account holders and any regulatory consumer protections provided to consumer accounts will not apply to business accounts under this Agreement. To the extent business accounts are accessed using the Services, the account owner(s) assume full liability for all transactions conducted with their Security Codes. Further each business account owner agrees to the following: (i) to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish; (ii) to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you; and (iii) to use Services only after determining, and only for so long as you continue to determine, that the security procedures are a commercially reasonable method of providing security against unauthorized payment orders or other Communications. Each business account owner agrees and acknowledges that the security procedures are commercially reasonable for each of you and that each of you will be bound by instructions or Communications in your name, as set forth above. Each business account owner agrees to notify us if their use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then each business account owner acknowledges and agrees that the security procedures are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. In addition to the terms of this Agreement, the terms and conditions of the separate Business Online Banking Terms and Conditions will apply to business account owner's use of the Service. In the event of a conflict between the terms of this Agreement and the Business Online Banking Terms and Conditions, the terms of the Business Online Banking Terms and Conditions will control to the extent the Services are accessed by business accounts.

**By clicking "I agree to the terms and conditions", you are consenting and agreeing:**

- 1. You have read and agree to the terms and conditions of the ESIGN Acknowledgement and Consent Disclosure for Electronic Transmission of Signatures and Documents for Online Banking and Mobile Banking Services.**
- 2. You consent to receiving disclosures and other notices electronically, and have the ability to view, save and print documents related to Online Banking and Mobile Banking Services.**
- 3. You have read and agree to the terms and conditions set forth in the Online Banking and Mobile Banking Agreement.**