

ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE

The purpose of this Agreement is to disclose information, terms, conditions, and the various laws and regulations relating to your use of Kinecta Federal Credit Union's electronic services "Electronic Services", defined as internet banking ("Online Banking"), mobile banking via app ("Mobile Banking"), payment, and other electronic money transfer services included in Online Banking and Mobile Banking (collectively the "Services"), including your rights under the Electronic Funds Transfers Act.

This Agreement is effective August 1st, 2025, and supersedes any conflicting terms and conditions contained in any prior versions or amendments. Throughout this Agreement, the words "you," "your," and "yours" mean each and all of those (whether one or more persons) who are subject to the Agreement as a result of signing a Membership Application or a Signature Card for each respective account and using Electronic Services. The words "we," "us," or "Credit Union" mean Kinecta Federal Credit Union. "Payee" means anyone, including the Credit Union, that you designate to pay and we accept as a payee.

Please read this document carefully. You may want to print or save this document for future reference, or if you would like a paper copy you may notify us at the telephone number listed in Part I Section 4, "Contact."

Your first login to Online Banking or Mobile Banking confirms your agreement to be bound by all of the terms and conditions of this Agreement and acknowledges your receipt and understanding of this Agreement.

Part I. General Terms

1. The Electronic Services are also subject to the Kinecta Federal Credit Union Agreements and Disclosures Booklet, as may be modified from time to time, including the general terms and conditions regarding Electronic Fund Transfers ("EFT") services, defined as Bill Pay or Pay a Person (P2P) or Account to Account (A2A) transfers, which includes both ACH and Real Time Payments (RTP and FedNow services), contained therein, except as specifically modified herein. The Agreements and Disclosures Booklet is incorporated herein by reference. Fees and charges are disclosed in our Schedule of Fees and Charges, which is also incorporated herein by reference.
2. We reserve the right to change any provision of or establish new provisions to this Agreement upon twenty-one (21) days written notice. Further, we may, from time to time, revise or update the electronic services, electronic programs, and/or related material(s) rendering prior provisions of this Agreement obsolete. Consequently, we reserve the right to terminate any such programs, electronic services, and/or related material(s) and limit access to our older/more obsolete versions and updates
3. All times and time references noted herein refer to Pacific Time.
4. Contact. If you have questions about this Agreement or wish to provide Notice to the Credit Union regarding this Agreement, please contact us at: (800) 854-9846. If your Access Code or Password is lost or stolen, immediately contact us at: (800) 854-9846.
5. When you use or access or permit any other person(s) or entity(ies) to use or access Online and Mobile Banking on your behalf, you agree to the terms of this Agreement. Once such Services are established by an owner of an account, any account owner may terminate their own services as provided below. Any account owner who signs up for Online Banking or Mobile Banking can use the EFT services in accordance with and subject to the terms of this Agreement and Disclosure. Not all Electronic Services are available to all members. Access to Electronic Services will be reflected in your account options once you log in. Should you have questions about access, please contact us at : (800) 854-9846. Access to your accounts available through the use of credentials, and who may obtain credentials, is determined by us in our sole discretion. You agree that if you share credentials with anyone, including a joint owner, you will be permitting any such person access to all accounts associated with your login, and that you do so at your own risk.
6. Termination. We have the right to terminate this Agreement at any time. You may terminate this Agreement by calling us at the numbers above to unenroll from Online Banking and Mobile Banking.
7. Effect of Termination. Upon termination of this Agreement you will no longer have access to Online Banking and Mobile Banking, and will not be able to conduct EFTs or other transactions. We will take reasonable steps to cancel scheduled transfers, including recurring payments; however, you should cancel any scheduled payments prior to notifying us that you are discontinuing Electronic Services. We are not responsible for any payments scheduled pursuant to this Agreement or through Online Banking, which may be made before we have had a reasonable opportunity to act on your termination notice. You remain obligated for any payments we have made or make on your behalf.
8. Right to Receive Documentation of Transactions. You may print a record of any individual transaction conducted through Online Banking and Mobile Banking at any time for up to one year after the transaction is completed. A fee may be charged for copies of paper statements or other paper records as set forth in the Agreements and Disclosures Booklet and Schedule of Fees and Charges.
9. Restrictions to Prohibited or Unlawful Use: You are restricted from using our Website/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You are prohibited from using our Website Services in any manner which could impair, incapacitate, overload, or damage any of our Website/Service(s) (or the network(s) connected to any of our Website/Service(s)) or interfere with any other party's use and benefit of our Website/Service(s). You are prohibited from attempting to gain unauthorized access to any Credit Union Website/Service, other accounts, computer systems or networks connected to any Credit Union Website/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through our Website/Services.
10. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with our Services or the P2P Services, as determined by us or our third party service providers in our sole discretion; or (f) in the P2P Service's or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, the P2P Service Provider, or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor the P2P Service Providers nor any of our other third party service providers have any obligation to monitor any content, both we and our third party service providers have absolute discretion to remove content at any time and for any reason without notice. We and our third party service providers may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and our P2P Service Providers and our other third party service providers are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content.

11. Commercial Use Restriction: Unless otherwise specified, Online Banking and Mobile Banking cannot be used for commercial use and is for your personal and noncommercial use. You may not transfer, change, reproduce, replicate, distribute, transmit, display, perform, publish, license, or monetize any information, software, products or services obtained from our Website, Online Banking, or Mobile Banking.
12. Links to Third Party Sites: Our Website/Services may contain links to 3rd party websites ("Linked Sites"). The Linked Sites are not controlled by us and we are not accountable for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any modifications to a Linked Site. We are not responsible for webcasting or any other form of transmission received from any Linked Site nor are we accountable if the Linked Site is not working correctly. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. You are responsible for viewing and complying with the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the Credit Union Website/Services or participation in promotions, including the delivery of and payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. We shall not be responsible or liable for any part of any such dealings or promotions.
13. All trademarks, service marks, trade names, slogans, logos, and other indicia of origin that appear on or in connection with the Website, including, but not limited to, the registered trademarks and service marks owned and/or controlled by us and/or our third party vendors, are the property of Kinecta Federal Credit Union, its subsidiaries, and/or other applicable third parties. You may not copy, display or use any of these marks without prior written permission of the mark owner(s).
14. Indemnification: You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action, or other proceeding and any other expense related to your or your authorized users' use of Electronic Services provided for herein. In addition to the foregoing, you acknowledge and agree that you are personally responsible for your conduct while using Electronic Services

15. Disclaimer of Warranties

- EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, ONLINE BANKING, MOBILE BANKING AND RELATED DOCUMENTATION ARE PROVIDED ON AN “AS IS”, “WHERE-IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU FURTHER ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF ONLINE BANKING OR MOBILE BANKING IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR ACCESS DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
16. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICE, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF ONLINE BANKING OR MOBILE BANKING. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.
17. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to any conflict of law provisions, to the extent not preempted by federal law.
18. In the event of a dispute regarding Electronic Services, you and we agree to resolve the dispute by looking to this Agreement and the terms of your Agreements and Disclosures for Share Accounts, Truth in Savings, and Electronic Services (including the arbitration agreement included in the Agreements and Disclosures for Share Accounts, Truth in Savings, and Electronic Services) with the Credit Union, which is incorporated herein by this reference.

Part II. Service Requirements and Access

1. In order to use Online Banking or Mobile Banking, you must agree to the Credit Union’s E-SIGN Disclosure. Online Banking and Mobile Banking is only accessible and available to members who agree and consent to receive communications electronically. By accepting the E-SIGN Disclosure, you are indicating your consent to receive via electronic means any required communication from us, including but not limited to tax statements and tax documents, required disclosures, loan and deposit statements, and member notices. We will send such e-mail notification of availability to Online Banking and Mobile Banking users, and you may access them by logging in to Online Banking or Mobile Banking. You may opt-out of receiving electronic communication by visiting us in person or by contacting us as provided above.
2. You are solely responsible for creating and maintaining secure login credentials as well as obtaining, installing, maintaining and operating all software, hardware and/or other equipment (collectively, “Equipment”) necessary to access and/or use the Service, as further described below:
- For Online Banking, Internet capable device (i.e. computer, mobile telephone, tablet) (“Access Device”) and Internet browser with at least 128-bit encryption capability; It is recommended that you activate the Enable Automatic Updates function for your browser. OR
 - For Mobile Banking, using the two most recent operating devices for either Android-based devices or Apple mobile devices.(either an “Access Device”).
 - It is your responsibility to safely store your login credentials and not share the credentials or any security identifiers with anyone.
- To view a complete listing of our supported browsers for Online Banking, please click [here](https://direct.kinecta.org/9002Kinecta/SupportedBrowsers.aspx):
<https://direct.kinecta.org/9002Kinecta/SupportedBrowsers.aspx>
<https://securebanking.kinecta.org/Authentication?ReturnUrl=Authentication%2Fbrowser-support#/browser-support>
3. Further, you are responsible for obtaining and maintaining Internet Service from the Internet service provider of your choice, which includes responsibility for any fees and costs imposed by such Internet service provider or related service providers. These responsibilities include, without limitation, your utilization of up to date web-browsers, Access Devices and best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge that there are certain risks associated with using open networks such as the internet including security, corruption, transmission error, and access availability risks and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Equipment and Access Devices used to access the Service, and for the transmission and receipt of information using such Equipment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Equipment and/or Access Device nor are we responsible for notifying you of any upgrades, fixes or enhancements or for providing technical or other support for your Equipment and/or Access Device.
4. You understand that your use of an Access Device is susceptible to viruses and other security threats. You are solely responsible for making sure your Access Devices and Equipment are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your Access Device, Equipment, programs, files, computers, phones, tablets, or could result in interception of information by a third party. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY DAMAGE CAUSED BY OR RELATED TO YOUR EQUIPMENT, HARDWARE OR SOFTWARE COMPONENTS, INTERNET SERVICE OR THE INTERCEPTION BY A THIRD PARTY OF ANY PERSONAL INFORMATION AND/OR SENSITIVE INFORMATION ACCESSED THROUGH ONLINE BANKING.
5. By accepting this Agreement, you consent to the Credit Union sharing your personal information, (including credit union account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:
- As necessary for the Credit Union to complete transfers;
 - As necessary to resolve a problem related to a transfer or payment between you and another user;
 - To verify the existence of your Credit Union account, or debit card, as applicable;
 - To comply with government agency or court orders or other legal process;
 - To our affiliates, as permitted by law;
 - To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
 - To comply with inquires in connection with fraud prevention or any investigation;
 - For our general business purposes, including without limitation data analysis and audits;
 - As otherwise permitted by the terms of our Privacy Policy and Consumer Privacy Policy; or
 - If you give us prior verbal or written permission.

Part III. Individual Electronic Services

Section 1. Online & Mobile Banking

1. There is no charge to use Online Banking or Mobile Banking. Please be advised that your mobile carrier may charge you for data usage; please check your mobile service agreement for details on applicable fees.
2. Liability, error resolution, confidentiality, documentation, and similar topics regarding transactions in Online Banking or Mobile Banking are covered by the general electronic services terms and conditions of the Agreements and Disclosures Booklet.
3. Additional disclosures may apply to individual services within Online Banking or Mobile Banking. Your use of such services is subject to your agreement to the applicable terms and conditions at the time of your transactions.

Section 3. Bill Pay Service

1. You may use the bill paying service, Bill Pay, to direct us to make payments from your designated checking account to Payees you choose in accordance with this agreement. You may use Bill Pay once you have enrolled in and signed into Online Banking or Mobile Banking. Bill Pay will transmit a physical or electronic check (as available) to Payees, or if you elect it for a payment and input account information for the Payee, Bill Pay may initiate an ACH payment or “Direct Deposit” into the Payee’s account. Although the ACH network is often used to execute Direct Deposit and other Bill Pay payment instructions, other payment networks may be used to facilitate Bill Pay payments. You agree to comply with the rules of the National Automated Clearing House Association (“NACHA”) and other applicable clearing house rules.
2. There is no monthly or other periodic charge for the Bill Pay service. There may be a charge for additional transactions and optional services, as disclosed in the Schedule of Fees and Charges. Fees for rush/ expedited bill payments are disclosed at the time you elect for a rush/ expedited payment. You agree to pay such charges and authorize us to charge first your Bill Pay Checking Account, and in the event there are not sufficient funds in the checking account, then your Share and Money Market Share accounts, for these amounts and any additional charges that you may incur.
3. You must be 18 years of age (or age of majority depending on the state in which you reside) to set up or use Bill Pay.
4. Bill Pay payments can be for any amount between \$.01 and \$25,000; the Credit Union may change this amount temporarily or limit individual transactions on a case-by-case basis to protect you or the Credit Union from potential fraud or unauthorized transactions but has no obligation to review or block transactions on this basis. If you use Bill Pay to initiate a Direct Deposit to a Payee’s account number, such transactions are also subject to a limit of \$25,000 in total direct deposits made per day.
5. When you schedule a Bill Pay payment using Online Banking, you authorize us to withdraw the necessary funds from your checking account as designated in the Bill Pay service. The funding account must be an account that is accessible through Bill Pay. If you do not have a qualifying active account, you may not use Bill Pay. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account or the funds are available through your checking account overdraft source(s).
6. **Available Balance.** You are responsible for ensuring there is a sufficient available balance in the funding account on the payment’s processing date (“Send Date”) to cover the full amount of any payment you instruct us to make through Bill Pay. We will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date.. If there is not a sufficient available balance in your funding account on the Send Date, the payment may be reattempted up to three consecutive business days before being cancelled. Your account may be assessed a fee under the terms of the Account Agreement and Schedule of Fees and Charges applicable to the funding account.
7. We reserve the right to refuse to pay any Payee. You can only make bill payments to Payees with United States addresses. We will notify you promptly if we decide to refuse to pay the person or entity you designate. In addition, we will not be able to execute any bill payment if the Payee cannot or will not accept such payment. You must accurately enter Payee address, account number, and other information. You must provide sufficient information about each bill Payee to direct a payment to that Payee and permit the Payee to identify the correct account to credit with your payment.
8. **Single Payments.** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the Send Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently **12:00 pm PT**.
9. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s Send Date, the payment will be processed on the first business day following the designated Send Date.
10. **Recurring Payments.** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a Send Date is calculated for the next occurrence of the payment. If the calculated Send Date is not a Business Day, it is adjusted based upon the following rules:
 - If the recurring payment’s “Pay Before” option is selected, the Send Date for the new occurrence of the payment is adjusted to the first business date prior to the calculated Send Date.
 - If the recurring payment’s “Pay After” option is selected, the Send Date for the new occurrence of the payment is adjusted to the first business date after the calculated Send Date.
11. If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Send Date, then the last calendar day of that month that is also a business day is used as the calculated Send Date.
12. For both single and recurring payments, the system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.
13. **Cancelling Payments.** A bill payment can be changed or cancelled any time prior to the cutoff time on the Send Date. You may use Bill Pay to cancel or edit any scheduled bill payment until we begin processing it.
14. **Bill Pay Transfer Methods.** Your Bill Pay payment may be made either by transferring funds electronically (Automated Clearing House or “ACH” transaction) or by sending a paper check to the Payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited from your account on the Send Date. If you authorize a recurring payment to any Payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the Payee on any payment you initiate using Bill Pay.
15. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
16. The risk of incurring and responsibility for paying any and all late charges or penalties with Payees is your responsibility. You must accurately enter Payee address, account number, and other information accurately. While it is anticipated that most transactions will be processed five (5) business days before your scheduled payment date, due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a day or even a few days longer to post to your account with the Payee. You should schedule bill payments at least seven (7) business days before the actual due date with your Payee (not the late date and/or the grace period). You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
17. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. The Credit Union will not be liable for any late fees, claims, or damages resulting from your use of the Bill Pay Service to make any of these types of payments.
18. We are not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a “Payee” for a bill payment.
19. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. The Credit Union is not liable for any late charges imposed by the Payee except as otherwise

provided under this Agreement.

20. As provided in the Agreements and Disclosures Booklet, there are some exceptions to our liability for not properly completing an EFT to or from your account on time or in the correct amount.
21. Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected bill payments or transfers.
22. THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY RELATED TO THE BILL PAY SERVICE.

Section 4. Account to Account Transfers via Real Time Payments

Real Time Payments are irrevocable and cannot be reversed. You should only use the Service to make payments to people or businesses that you know. If you send payment to a person or business that you do not know, or you do not verify the identity and legitimacy of persons who contact you and ask for payment, you may lose the full amount of your payment.

1. The Service enables you to send payments ("Service Transfer") to and receive payments from Persons that bank with Service Participants.

Funds may be transferred to any account in the United States as long as the Service Transfer is legal and allowed by the financial institutions involved.

You will get a monthly account statement unless there are no Service Transfers in a particular month. In any case you will get the statement at least quarterly.

2. Access to the Service. We may suspend or terminate your access to the Service at any time, including if we determine that you have used the Service in a manner that violates these Terms. In addition, we may discontinue or modify the Service at any time in our sole discretion.
3. Service Providers. We are offering you the Service through one or more service providers with whom we have contracted some or all of the Service on our behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, that we have the right to select which service provider to utilize, and that our Service Providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.
4. Authorization. You are solely responsible for all transfers you or any joint owners of your accounts authorize using the Services. If you permit other persons to use the Service, you are responsible for any transactions they authorize or conduct on any of your accounts. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.
5. Sending Funds. You may initiate a Service Transfer by submitting a request (a "**Service Transfer Request**") through our website, our mobile app, or such other channels as we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Account Number and Routing Number Receiver Address Information for the Receiver and the Service Transfer Amount. By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount as soon as immediately upon your submission of the Service Transfer Request. You must have sufficient available funds in your account at the time of the initiation of the Transfer. If you do not have sufficient available funds for the Service Transfer, your Service Transfer will be rejected, and nothing further will happen.

The Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance.

You may not send more than \$5,000 through the Service in a single transaction and we may establish a lower single transaction limit for you (the "**Per-Transaction Send Limit**"). We may also establish limits for total daily, weekly, or monthly transactions (the "**Total Transaction Send Limit**"). We may block any attempted Service Transfer that exceeds the Per-Transaction Send Limit or Total Transaction Send Limit. We may modify the amount and frequency limitations of Transfers at any time for security reasons, due to account activity, or for any other reason at our sole discretion. You may be denied service for insufficient funds in your account. We will notify you of such adjustments.

The receiving institution may have limits on the number and type of Service Transfers allowed. The receiving institution may also charge a transaction fee. We are not responsible for fees charged by your other financial institution.

Service Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Service Transfer Instructions shall be received pursuant to the terms of this Agreement, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

Except as required by applicable law, we do not reimburse consumers for losses from the Service due to fraud, even when the losses are timely reported by members. If you receive a suspicious text or email claiming to be from the Credit Union, please contact Kinecta Federal Credit Union directly to report it and do not reply to it.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the account number you are providing. You authorize Kinecta Federal Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize Kinecta Federal Credit Union to debit your account to complete the Service Transfer you request.

We reserve the right to, at any time, (1) decline to effect any Service Transfer that we believe may violate applicable law or our policies or procedures; (2) refuse to complete any Service Transfer in our sole discretion; (3) screen any recipients of the Service; and/or (4) reject or cancel a Service Transfer if required by federal, state, or other laws, rules, or regulations. Service Provider may also, at any time, decline to effectuate any Service Transfer in its discretion.

6. Risks Associated with the Service. There are risks associated with using the Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Service to make payments to Persons that you know. If you receive a request for payment through the Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Service does not relate to a payment you were expecting to make to the Person who requested payment, please notify us at 800-854-9846. If a Person contacts you outside of the Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Service Transfer Request. **If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of persons who contact you and ask for payment, you may lose the full amount of your payment.**

Kinecta Federal Credit Union. does not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Service does enable you to request that the Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Service (a "**Return Request**"), please notify us at 800-854-9846. Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Service. Kinecta Federal Credit Union cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, KINECTA FEDERAL CREDIT UNION'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING**

INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, KINECTA FEDERAL CREDIT UNION SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.

7. Receiving Payments. You are not obligated to accept a payment that is sent to you through the Service. If you wish to reject a payment sent to you through the Service, please contact us at 800-854-9846.

A Sender may request that you return funds sent through the Service. If we receive a return request, we will contact you.

8. Fees. There is a fee to use the Service in order to submit a Service Transfer Request. Refer to our Consumer Schedule of Fees and Charges for additional fees that may apply to a specific Service Transfer or request under the Service.
9. Failed Service Transfers. A Service Transfer may fail if:
- there are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
 - the Sending Institution suspects or determines that the Service Transfer does not comply with these Terms or the rules of the RTP System;
 - the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
 - the Service Transfer Request exceeds the Sender's Per-Transaction Send Limit or Total Transaction Send Limit;
 - the Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
 - the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
 - the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
 - the Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within 15 seconds of transmission of the Service Transfer Request by the Sender unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

10. Availability of Funds. Funds transferred through the Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.
11. Prohibited Payments. You agree that you shall not use the Service to make or receive any of the following types of payments (each, a **"Prohibited Payment"**): (i) payments that violate or appear to violate any local, state, or federal law or regulation, including all regulations of the Office of Foreign Assets Control (ii) payments to accounts domiciled outside the United States, (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a **"Test Payment"**); provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; (iv) Transfers that violate any law including, but not limited to (1) any "racketeering activity" as defined in 18 U.S.C. § 1961, or (2) any gambling, gaming, betting, or similar activity or transaction.

You acknowledge that you are permitted to use the Service solely for the purpose of making payments from or receiving payments to your account consistent with the terms of use of the account set forth herein, and that to the extent you are sending or receiving a payment through the Service for another person, such other person must be a resident of or domiciled in the United States of America. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

12. Liability. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS OFFERED ON AN AS-IS, WHERE-IS BASIS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, Kinecta Federal Credit Union DISCLAIMS, TO THE MAXIMUM AMOUNT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Kinecta Federal Credit Union DOES NOT GUARANTEE THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. EXCEPT AS REQUIRED BY LAW, INCLUDING AS SET FORTH IN THE SECTIONS HEREIN ADDRESSING ERROR RESOLUTION, UNAUTHORIZED TRANSACTIONS AND LOST/STOLEN CREDENTIALS, OR OTHERWISE PROVIDED HEREIN, KINECTA FEDERAL CREDIT UNION'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE SERVICE SHALL BE LIMITED TO WHERE WE FAIL TO EXERCISE ORDINARY CARE IN PROCESSING ANY TRANSACTION. WITHOUT LIMITING THE FOREGOING, KINECTA FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGE.
13. Cookies, Browser Information, and Related Issues. When you visit the Site, the Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the Service and are issued or create a username and password.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your mobile phone in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

14. Access to Information about You. You may review and update your personal information through your online and mobile application at any time to ensure that it is accurate.

Once you close your Accounts with the Credit Union or you no longer have a checking account, you may no longer send Transfers. However, your Account information will be maintained for a retention period, usually five years, to accommodate any residual issues that may arise.

You hereby authorize us to disclose information to third parties (including the receiving financial institution) about your account or the funds you send or receive:

- as necessary to complete transactions;
 - as necessary in connection with offering the Service;
 - in connection with the investigation of any claim related to your account or the funds you send or receive;
 - to comply with government agency or court orders;
 - in accordance with your written permission; and/or
 - as otherwise permitted by the terms of our privacy policy, as posted on our website.
15. Unauthorized Access/Transfers. Tell us AT ONCE if you believe your password has been lost, stolen or if you believe someone has scheduled Transfers or may schedule Transfers or otherwise use your account without your permission. Telephoning is the best way of keeping your possible losses down. Telephone us at 800-854-9846, send a secure message via Online Banking or Mobile Banking or write us at P.O. Box 10003, Manhattan Beach, CA 90266. A written notification from you should follow your telephone call.

If you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone has used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

16. **Liability for Transfers You Initiate.** You understand and agree that you are responsible for all Transfers you authorize using the Service. Transfers that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all Transfers that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or Transfers you initiate in error.
17. **In Case of Errors or Questions about Your Account.** Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared.

Telephone us at 800-854-9846, send a secure message through Online Banking or write us at: P.O. Box 10003, Manhattan Beach, CA 90266.

1. Tell us the name and account number
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information
3. Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you (or within twenty (20) business days, in the case of a claim made within thirty (30) calendar days after an account is opened ("New Account")) and will correct any error promptly. If we need more time, however, we may take forty-five (45) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days (twenty (20) business days for New Accounts) for the amount you think is in error, so that you will have 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 your complaint or question within ten (10) business days, we may not re-credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

18. **Time for Making a Claim.** IN NO EVENT SHALL CREDIT UNION OR ITS 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 SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION 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.
19. **Indemnification.** You agree to indemnify, defend, and hold Credit Union and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

Section V. Person to Person Transfers

Non-Zelle P2P

1. You may use the Pay A Person - P2P Service ("P2P"), to direct us to make payments from your designated checking account to Payees you choose in accordance with this Agreement. You may use P2P once you have enrolled in and signed into Online Banking. You transmit to Payees by providing specified contact information, which we use to contact the Payee to provide their account information. Although the ACH network is often used to execute P2P payment instructions, other payment networks may be used to facilitate P2P payments. You agree to comply with NACHA rules and other applicable clearing house rules.
2. **Fees; Eligible Transaction Accounts.** There is no monthly or other periodic charge for the P2P service. There may be a charge for additional transactions and optional services, as disclosed in the Schedules Fees and Charges. You agree to pay such charges and authorize us to charge first your Eligible Transaction Account(s) at the Credit Union. Your Eligible Transaction Account(s) include your checking account, and in the event there are not sufficient available funds in the checking account, then your share and money market share accounts will be considered Eligible Transaction Accounts for purposes of charging these amounts transacted through P2P and any additional charges that you may incur.
3. **Capacity.** You must be 18 years of age (or age of majority depending on the state in which you reside) to set up or use P2P.
4. **Transaction Limits.** P2P payments can be for any amount between \$5.00 and \$2,500; the Credit Union may change this amount temporarily or limit individual transactions on a case-by-case basis to protect you or the Credit Union from potential fraud or unauthorized transactions but has no obligation to review or block transactions on this basis. You may make a maximum of \$2,500 in P2P per day.
5. **Reasonable Security.** You agree to implement reasonable security measures to protect your computer, tablet, mobile phone, or other equipment used to access P2P, including but not limited to utilizing up to date web browsers and commercially reasonable encryption, antivirus, anti-spyware, and Internet security software. You are responsible for all P2P transactions initiated by you or someone you grant authority to make P2P transfers.
6. **Payment Authorization and Remittance.** By providing us with names and mobile phone numbers and/or email addresses of recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through P2P. You also authorize us to debit your Eligible Transaction Account(s) and transfer funds on your behalf, as well as credit your Eligible Transaction Account(s) for payments received through P2P.
7. **Accuracy of Information.** You are responsible for ensuring the accuracy of any information provided to us in effecting a P2P transfer, including but not limited to name, mobile phone number, email address, and transaction amount, and for informing us as soon as possible if you become aware of any inaccuracy. We will make a reasonable effort to stop or recover a payment made to an incorrect person or entity, but we do not guarantee we will be able to stop any payment or recover funds, and we will bear no responsibility or liability for losses or damages resulting from inaccurate information provided by you and/or a sender or recipient of funds.
8. **Your Representations and Warranties.** With respect to every request for a P2P payment initiated by you, you represent and warrant that:
 - a. You are authorized to initiate such request for a P2P payment;
 - b. Your P2P payments are not prohibited under this Agreement or applicable laws and regulations, including but not limited to the sanctions laws administered by OFAC.
9. **Prohibited Payments.** The following payments are prohibited through P2P, and we have the right but not the obligation to monitor for, block, cancel, and or reverse such payments:
 - a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
 - b. Payments that violate any law, statute, ordinance or regulation;
 - c. Payments related to: (1) tobacco products, (2) prescription drugs and devices, (3) narcotics, steroids, controlled substances, or other products that present a risk to consumer safety, (4) drug paraphernalia, (5) ammunition, firearms, or firearm parts or related accessories, (6) weapons or knives regulated under applicable law, (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity, (8) goods or services that are sexually oriented, (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (10) goods or services that defame, abuse, harass or threaten others, (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous, (12) goods or services that advertise or sell to, or solicit others, (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (14) payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes, (15) payments relating to transactions that: (i) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (ii) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iii) are for the sale of items before the seller has control or possession of the item, (iv) constitute money-laundering or terrorist financing, (v) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (vi) provide credit repair or debt settlement services, (16) tax payments and court ordered payments including but not limited to alimony and child support, and (17) donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion.
10. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment.

Part VI. Security

1. As provided in the Agreements and Disclosures Booklet, your Online Banking services may be accessed by a PIN (User Name) and Access Code (Password).

- 2. At registration for Online Banking, you will be prompted to provide a Password that is in compliance with the requirements provided upon enrollment. Passwords are case sensitive. Additionally, we recommend that you provide an email address and phone number to use for authentication and access verification. You may change your Password thereafter whenever you wish using Online Banking.
- 3. The loss, theft, or unauthorized use of any card number, account number, User Name, PIN, access code, Password, or other means to access your account ("Account Information") could cause you to lose some or all of the money in your accounts, including draws on your credit card or courtesy pay amounts. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes.
- 4. If, at any time, you believe that your Account Information has been lost or stolen or any of the Services have been used or accessed without your authorization, you agree to notify us immediately.
- 5. You understand that if you disclose your account information to any person(s), you have given them access to your account(s) via the Service including the ability to review all of your personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or that person initiates with fraudulent intent are also authorized transactions. In such instances, you assume all risks and losses associated with such disclosure and you agree to be responsible for any transaction and activities performed from your accounts and for use of any of your personal and account information by such person(s). We are entitled to act on all transaction instructions received using your User Name and Password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your account information in any manner, that authority will be considered valid until you specifically revoke such authority by notifying us in writing, and immediately changing your User Name and Password. You will be responsible for any transactions made by such authorized persons up to the time you notify us of the revocation and the User Name and Password have been changed.
- 6. For your protection, you should sign off after every session and close your browser to ensure confidentiality. To maintain the security and privacy of your account, we recommend that you periodically change your Password. Further, we recommend that you memorize your Password and do not write it down. You are responsible for keeping your User Name, Password, account numbers and other account information confidential.
- 7. In our sole discretion, we may change the parameters for User Names or Passwords used to access the Service without prior notice to you. If we do so, you will be required to change your User Name or Password the next time you access the Service.
- 8. Your User Name and Password are established for security purposes. You understand that you cannot use the Service without a User Name and password.

YOU AGREE THAT USE OF THE USER NAME AND PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION.

Your password acts as your signature. All transactions affected by use of Online Banking contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your User Name and Password(s) or as otherwise authorized under this Agreement.

- 9. If you fail to maintain the security of your User Name and/or Password and the Credit Union suffers a loss as a result, we may terminate your access to the Service immediately, as determined in our sole discretion.
- 10. You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- 11. **General Provisions for All Text Alerts.** By requesting text services, you agree and expressly consent that we may send text messages to the mobile phone number you specified or otherwise provided. Text alerts are supported by most mobile carriers. Neither we nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, please call us at the telephone number listed in Part I Section 4, "Contact."
- 12. We make security and the protection of your information a top priority. You can access our Privacy Policy and Consumer Privacy Policy at the following links: Privacy Policy and Consumer Privacy Policy, which Privacy Policy and Consumer Privacy Policy are incorporated into and made a part of this Agreement by this reference.
- 13. You also understand and acknowledge that we will never contact you by telephone, text, or email to request sensitive information such as your card numbers, account numbers, login ID, PIN, password, or other means of accessing your accounts, or to request that you initiate a transaction, and you should remain vigilant and suspicious of persons requesting such information from you, even if they claim to be calling on our behalf.