



Cash Management Services Agreement

This Cash Management Services Agreement (“Agreement”) will be effective as of the first day we make the Services accessible to you. 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 the terms of this Agreement, as amended from time to time. You agree that the Accounts accessed using the Services will only be used for business purposes and not for personal, family or household purposes.

This Agreement is in addition to other agreements between Technology Credit Union and you, including but not limited to (as applicable), your checking, savings, and other share Account agreements and disclosures and the Business Member Handbook, all as may be modified from time to time (collectively “Account Agreement”). 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 our prior approval as described below):

- Obtain limited account balance and transaction information
- Transfer funds between linked Accounts (“Book Transfers”), excluding Certificates
- Initiate check stop-payment instructions
- Set up Account alerts (“Alerts”)
- Initiate bill payments (“Bill Payments”)
- Deposit checks remotely using a Credit Union-approved desktop or mobile scanning device (“Remote Deposit Capture”)
- Originate automated clearing house (“ACH”) Entries (“ACH Service”)
- Initiate funds transfer requests (“Wire Transfer Service”)
- Utilize mobile banking with access to specified Services, including mobile deposit (“Mobile Banking Service”)
- Initiate transfers from your Accounts to Accounts of authorized consumers held at Credit Union (“Internal Transfer Service”)
- Review checks and ACH transactions online for fraud and return to depositor or originator if deemed fraudulent (“Positive Pay Services”)

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 Services that may appear on your screen when accessing the System may not have 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.

Approval

To use the Services, you must have at least one Credit Union business Account, and completed and signed a Business Online Banking Application and Approval Form. Once we have received your Business Online Banking Application and Approval Form, and verified your Account information, we will

contact you to: (a) confirm our approval or denial of your use of the Service(s); and (b) inform you about the registration and installation process.

We are under no obligation to approve your use of any Service. The decision to approve your use of any one or more Services is within our sole discretion. Our records will be conclusive as to the Services we approve for you to use from time to time and the dates on which we approve your use of those Services. For the purposes of this Agreement, we will be deemed to have approved your use of a Service on the date we complete the activation of the Service for you on our system, and once that occurs, we will be providing such Service to you.

Dollar Limits

Dollar and other limitations may apply as reflected in the Supporting Documents.

Cutoff Hours

A Communication received by us after the applicable cutoff 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 times provided in this Agreement will refer to Pacific Time. Our current cutoff hours are available upon request by contacting us directly.

General Terms

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

- Your “Access Codes” are the credentials (such as codes, personal identification numbers (PINs), Activation keys, company ID’s and Administrative User and Sub-User IDs, passwords, tokens, etc.) that are associated with you and used by us to verify the authenticity of Communications from you. Access Codes are used to access Accounts and to use the Services. The Access Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- An “Account” means any share account you maintain with us and can include all accounts and products you use with us. Your “Account” refers to the Account(s) you have designated as the Account accessible to the Services.
- The “Administrative User” is a person who is able to provide Access Codes, and to establish access and use authority and/or limitations for Sub-Users.
- An “Authorized Representative” is a person with authority of any kind with respect to an Account, including any Administrative User or Sub-User.
- Your “Available Balance”, “Available Funds” and similar words mean the balance in your Account as determined under our funds availability policy.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “Payment Order” is a Payment Order as defined under Section 11103(a)(1), as amended or revised, of the California Commercial Code, and includes a Communication received by us instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to you, to a third party or to any other beneficiary.
- The “Service(s)” are the online banking services described in this Agreement and includes the System.
- The term “System” shall mean the online banking system, portal and interface known as Credit Union’s Business Online Banking System, or such other system, portal and interface provided by us at any time, which may be used by you to access the Services.
- A “Sub-User” is a person other than the Administrative User who uses Access Codes to access a Service. The Administrative User (and not Credit Union) controls the designation of Sub-Users and the access or other limitations (if any) placed on a Sub-User’s use of the Services.

- “Supporting Documents” refers to supporting materials made available by us and includes any schedules, and exhibits, user guides, user manuals, set-up or enrollment forms and other user materials, including online terms and information available via the Services.
- The word “includes” and any similar word 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,” “Credit Union” and similar terms are used to refer to Technology Credit Union.
- The words “you,” “your,” 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.

Agreement. 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, including instructions presented to you at our website, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. If you are a natural person, you certify that you are at least 18 years or older.

You expressly agree that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.

You will use the Services in accordance with this Agreement and the Supporting Documents. In addition, you will provide, at your own expense, an Internet connection, such as via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible internet browser and operating system, and other equipment and supplies required to use the Service, all of which must satisfy any minimum requirements set forth in the Supporting Documents or as otherwise may be acceptable to us. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Service, including without limitation troubleshooting Internet connectivity issues with your internet service provider (ISP), and we will not be responsible therefore.

Eligible Accounts. Through the Services, you may have access to any of your Credit Union business checking Accounts or loan Accounts associated with your business member number, each an Account. We reserve the right to deny access to an Account or to deny transactions under certain circumstances. If you wish to add a new Account to, or remove an existing Account from, Service access you must call us at (800) 553-0880. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us, or may be limited to specific types of Accounts.

Eligible Accounts may include the following types: checking, money market, savings, and time Certificates. In some cases, we may allow loans and lines of credit to be linked, 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. Certificates are time shares where early withdrawals may result. No online transactional activity is allowed on Certificates, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

You agree to review the configuration of your Account(s) at commencement of the Services, and periodically thereafter, and to restrict Sub-User access to Accounts and to specific Services on these Accounts in accordance with your risk assessment.

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.

Provisional Credit. You acknowledge that credit for a Payment Order, such as a wire transfer, is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the Payment Order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming Payment Order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the Payment Order. We may delay availability of provisional funds at our discretion. If we do not receive final settlement, you must return the funds previously credited to your Account to us, and the person who sent the Payment Order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming Payment Order, including but not limited to a debit entry or credit reversal, if we believe in our sole discretion that there may not be sufficient funds in your Account to cover chargeback or return of such transaction.

Inconsistencies. If a beneficiary of a Payment Order is identified by both name and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a Payment Order by both name and identifying number, we and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

Access Restrictions Waiver. Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. We may limit or deny Services to you if there are access restrictions. 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 systems 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 morally questionable service or any illegal purpose, including but not limited to illegal Internet gambling, or a medical marijuana related service. If we open an Account which involves one of these prohibited uses in error due to reliance on information or documentation provided to us or if the Account activities change to one of these uses, we reserve the right to terminate or limit your access to the Service or close your Account(s).

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 sanction 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 the System or any other Service;
- The terms of our Account agreement with you, and our rules, procedures and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable state and federal laws, rules and regulations, including Division 11 of the California Uniform Commercial Code (UCC Code) ; 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. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

Transfer Limitations. For certain types of transactions/transfers from a money market or savings Account, you are permitted to make no more than six transfers and withdrawals, or combination of them, per calendar month or statement cycle, to another Account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including by check, draft, debit card or similar order by you and payable to third parties. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Services, or any combination of the foregoing.

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, systems 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. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

To use the Services, you must have sufficiently powerful computer hardware, with appropriate updated operating system and other software such as an internet browser that supports commercially reasonable encryption. Note that requirements with regard to internet browsers that are compatible with the Services may change over time, and you agree that to utilize the Services you must have an internet browser that meets the requirements as specified in the Supporting Documents as may be amended from time to time. Some Services may require you to download software from our website; in some cases, we may place software on your computer as part of our security and/or verification tools. You agree to install, maintain and regularly run on your computer hardware updated security patches for your operating system, and anti-virus and anti-malware software to protect against malware, viruses, worms, Trojan horses or other similar harmful components that may enter your computer system.

You agree to maintain the confidentiality of the Access 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 insure 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 systems.

Linking Accounts

Accounts which are "linked" under the Services must have owners in common, unless we consent in writing to linking Accounts that have different owners. Any signer or user on any linked Account, acting alone, is authorized by you to access and use Services for any other linked Account, whether or not that person would be authorized to transact on the other linked Account in the absence of this Agreement.

You represent and warrant that you have authorization from the Account owner to engage in each Service used by you affecting an Account that is linked. You make this representation and warranty at the time the Accounts are linked and each time you use a Service to access or transact on an Account. These representations and warranties are in addition to any others contained in this Agreement or in any supplemental agreements that may be required by us.

Access 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 customer number, logon name, and password. These credentials, with the other components of your Access Codes, will give access to your Accounts through the Service.

You agree to change any temporary passwords we assign you promptly after you are given access to the Services for the first time and whenever anyone who has had access to any password is no longer employed or authorized by you to use the Services. In addition, you agree to change all passwords with sufficient frequency to protect confidentiality. You agree to keep all Access Codes confidential; you agree not to write them down. 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. It is also recommended you do not have your browser automatically remember your password. 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. After three unsuccessful attempts to use your Access Codes, we may revoke your access to the Services. To re-establish your access to the Services, you agree to contact us at (800) 553-0880.

Contact In The Event of Lost or Stolen Access Code

If you believe any part of your Access Code, including your password, has been lost or stolen call: (800) 553-0880.

Authorized Representatives

You are responsible for and bound by any Communication we receive in your name through a Service if the Communication: (a) comes from an Authorized Representative, Administrative User or Sub-User; or

(b) is authenticated using security procedures described herein (“Security Procedures”), even if not authorized by you; or (c) is legally binding on you under the laws of agency, contract or otherwise.

Your “Authorized Representative” includes each person who is (1) authorized by you to conduct business with us, including as part of your Account management resolution(s); or (2) a principal officer of yours (such as your CEO if you are a corporation, or a partner in a partnership, or a manager in an LLC); or (3) otherwise authorized (or deemed authorized) to act on your behalf, whether under this Agreement or any other agreement with us, by the laws of agency, or under any other state or federal law, rule or regulation.

Administrative User

You will be required to designate at least one initial Administrative User. You (through the Administrative User) then control the Services and access to them. The Administrative User will be able to and will be responsible for maintaining your Service settings and Sub-User security. Access to your Account(s) through the Service will be based upon authority established by the Administrative User, who you agree may specify usage levels (without filling out a new business resolution) You must notify us if you terminate or change the Administrative User. You must also notify us if you add or delete Accounts or functionalities.

The Service will allow the Administrative User to establish authority levels to help you manage additional Sub-Users and control use of various Services. The levels are used to specify who can access specific Accounts, what dollar amounts Sub-Users are authorized to handle and what functions a Sub-User can access when transacting on an Account using the Services.

The Administrative User is responsible for setting up your Sub-Users. The Administrative User is also responsible for assigning all persons with the Access Codes that are necessary to access Services and for establishing what, if any, limitations will apply (including what level of activity is appropriate for each Account). The Administrative User changes and maintains your Access Codes. The Administrative User(s) will have full access to your Accounts and to any future Accounts you may open.

We will **not** control or oversee the Administrative User or any activity or function of an Administrative User or other Sub-User. You agree to the creation of an Administrative User and to all action taken by the Administrative User. You agree to all action taken by any Sub-User and by any person given access to one or more Services by the Administrative User or by a Sub-User, and all such persons are your agent for purposes of use of the Services.

You further agree to assume all risks associated with providing Access Codes to your Administrative User, understanding that this can result in Sub-Users and possibly other persons obtaining access to your Account without control or monitoring by us. You must establish authorization parameters and/or limits for each person you authorize to use the Service. You agree to use and implement each control (including template management, verification, access, use of maximum process settings, security, audit and review procedures) to prevent unauthorized persons gaining access to Access Codes or your Accounts.

Responsibility for Communications in Your Name, Whether Or Not Authorized By You

The Access Codes are Security Procedures. You agree that we may use the Security Procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a Communication or instruction received in your name using the Security Procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you.

On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated on it even if we did not verify its authenticity using

the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

Responsibility for Security Procedures

In addition to the Access Codes as Security Procedures, you may choose additional Security Procedures. We may from time to time offer supplemental Security Procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing or otherwise related to Security Procedures.

You agree to consider the size, type and frequency of the Payment Orders or other money transactions you will or intend to use Services to accomplish. You agree to consider the risks presented by the possibility of unauthorized access to these Services, including the risk of loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you. You agree 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. You agree and acknowledge that the Security Procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

All PINs/passwords must be between four (4) and twelve (12) characters in length, and must contain at least one (1) alpha and one (1) numeric character, and it is strongly recommended they contain at least one (1) upper case and one (1) lower case letter. You agree to take appropriate steps to ensure that all Access Codes are protected and kept confidential. Administrative Users and Sub-Users must carefully select a PIN/password that is hard to guess and keep it safe. It shall be your responsibility to control and protect all Access Codes. You covenant and agree with us that we may rely fully upon such Access Codes, properly entered on the System and used with the software token (if applicable), both as authentic identification of the Administrative User or Sub-User and as evidence of the authority of such user to conduct the specified transaction for you. The Access Codes issued are for your security purposes and are confidential and should not be disclosed to third parties.

In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Access Codes and Security Procedures, you agree to notify us if your 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 you acknowledge and agree that the Security Procedures of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

Data Retention

You will retain data on file adequate to permit remaking or reconstruction of all requested Services (including Payment Orders or other money transactions) for one year following the date of the execution of the request to which such data relate, and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and to notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation or contract with regard to the maintenance records; or (b) any responsibility to perform audits and Account reviews customarily conducted by persons or entities whose businesses are similar to your business.

Secure Message

While access to us through the secure message function of the Services is "online," messages sent to us through email 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.

Your email 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 provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or 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. You agree to notify us (using the Service or otherwise in a form acceptable to us) whenever your email 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, in no event less than monthly, 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.

Information Reporting Service

The Services include the ability to obtain Account information, subject to system limitations. Some transactions may not be reflected by the system until the following Business Day. Unless otherwise restricted or changed by us, this Service enables you to obtain information regarding Accounts that are your Accounts with us, including Account balances, certain transaction information, download transaction history in various exportable formats, and view eStatements, including deposited and paid check images. You may also be able to obtain information regarding Accounts that are your loan and line of credit Accounts with us, including loan balances and certain transaction information. You can also request a print out of Account statement(s).

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.

Bill Payment Service

Generally. The Bill Payment Service will be subject to separate terms and conditions which you will be presented with online at the time you initially access the feature.

Check Stop Payment Services

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment Service and submitting all the required information to us ("Check Stop Payment"). All Check Stop Payment requests, renewals, and revocations of stop orders will be subject to our current policy on stop payment requests. 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. In any event, 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 presentment of the check. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment.

You must give us timely, complete, and accurate information as prompted by the Service. 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. Alerts do not replace standard communications you receive from us concerning your Accounts. 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 guarantee 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. The information in any Alert may be subject to certain time lags and/or delays. You may stop or suspend Alerts at any time as set forth in the Supporting Documents.

Book Transfers between Linked Accounts – Authorization

You may transfer funds between your linked Accounts that are checking, savings or money market Accounts in any amount (referred to herein as a "Book Transfer"). We reserve the right to prohibit transfers from Certificates or Accounts that require more than one signature for withdrawals but we will not be liable to you if we permit any such transfers. When you request a Book Transfer using the Services, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient linked Account. The "Transfer Date" is the date that the

Book Transfer is actually made and is normally the day you request such transfer. However, if our data processing system is not functioning or accessible for whatever reason, your Book Transfer may not be completed until the next Business Day. We deduct the amount of your Book Transfer from the designated originating Account on the Transfer Date. We may refuse to act on your Book Transfer instruction if sufficient funds, including funds available under any overdraft line of credit plan, are not available in your Account on the Transfer Date. Funds transferred to the designated recipient linked Account will be deemed deposited on the Transfer Date and will be available thereafter in accordance with our funds transfer availability policy.

Internal Transfer Service

The Internal Transfer Service allows you to transfer funds from your business Accounts to accounts of a specified consumer maintained with us for which the authorized signer on the Account is also an authorized signer on the destination consumer account. In order to use the Internal Transfer Service, for each consumer to whom the transfers will be made a Business to Consumer Account Transfer Authorization Form must be executed by you and the specified consumer.

Wire Transfer Service

You are responsible for all wire transfer requests ("Requests") to the fullest extent provided by law and as set forth in this Agreement. We may choose the funds transfer mechanism (for example, Fedwire, correspondent bank transfer, internal transfer) to be used when acting upon your Request. A Request is considered executed when we execute it.

Payment Account Designation. When you initiate a Request you authorize us to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by us or by any intermediary bank ("Payment Account"). You authorize us to debit the Payment Account or any other Account maintained by you with us for the amount of the Request plus any fees or other amounts due us in connection with the Wire Transfer Service. Each Request authorizes us and any intermediary bank to obtain payment for fees and expenses, including ours and those of any (including subsequent) intermediary bank(s). We and any intermediary bank may obtain payment by issuing a Payment Order in an amount that is reduced by the amount of these fees and charges. We may but are not obligated to provide you with advance notice of intermediary bank fees and charges. You agree that we may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank. You agree that if an intermediary bank is used whose fees and charges are not disclosed to you in advance, then we are not liable in any manner whatsoever for any losses or damages you may suffer as a result of that bank's processing a Payment Order in an amount less than the Payment Order given or requested by you.

Form and Accuracy. All Requests must be provided to us, which may be required to be in a form prescribed by us. You assume the sole responsibility for providing us with accurate transaction information in the form and format that we require. We are not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If you provide us with a Request that is incorrect in any way, you agree that we may charge your Accounts for the transaction whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

Sufficient Funds. You agree to maintain sufficient Available Funds (as determined under our funds availability policy) in the Payment Account to cover all Requests and applicable fees, or such higher amounts as we may specify from time to time. You acknowledge that we do not control intermediary banks, including intermediary banks chosen by us, and that we do not control whether intermediary banks deduct fees as part of the processing of a funds transfer. You agree that your funds may be held by us for a period of time during the term of this Agreement and following termination of the Wire Transfer Service, to protect us against any possible losses relating to the use by you of the Wire Transfer 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) in any order we choose. We may, at our sole discretion, allow overdrafts/overlimits or negative balances, but we also may discontinue the practice at any time with or without prior notice to you. We may prevent or reverse any payments or other service in any order that we choose as a means of preventing or recovering any overdrafts or other exposures. If you do not have sufficient or Available Funds or credit in the Payment Account, we may charge any Account of yours maintained with us. Alternatively, and at our sole discretion, we may overdraw your Payment Account and you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), and you agree to immediately pay us such overdraft and fee(s). Nothing in this Agreement shall be construed as our commitment or obligation to lend you money.

Security Procedures. You and we may agree that the Security Procedures set forth in this agreement shall apply to all Requests made under this Agreement by you to verify the authenticity but not errors in transmission or content, including discrepancies between Account names and numbers of a Request. If we take any action not provided in the Security Procedures in connection with any Request, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures.

Before using the Wire Transfer Service and before sending a Request to us, you will review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a Request is that of yours. You agree not to use the Wire Transfer Service if you are unable to determine that the Security Procedures will provide a commercially reasonable method for verifying that a Request is yours. As part of the review, you will consider the size, type and frequency of Requests you will make or anticipate making, along with such other factors as you may deem relevant or appropriate. If the size, type or frequency of a Request made by you changes such that the Security Procedure in use by you no longer provides a commercially reasonable method of providing security against unauthorized Requests, you shall notify us. You agree that we will use the Security Procedures to verify the authenticity of a Request, but that the Security Procedures are not designed to and are not used for the purpose of detecting error.

We may offer to you or require you to use additional security authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all of Wire Transfer Service may be limited. The term "Security Procedures" will include any supplemental authentication tools that are used by you. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for your use of the Wire Transfer Service.

If we act on a Request in compliance with the Security Procedures, then you will be obligated on the Request and it will be treated as your Request, whether or not authorized by you.

Any Request received by us will be treated as yours and will bind you whether or not we complied with the Security Procedures, if the Request is authorized by you, if the Request is delivered to us directly or indirectly by any Authorized Representative of you (each an "Authorized Person"), or if you would otherwise be legally bound by the Request, regardless of whether the Request was erroneous in any respect or that any loss would have been prevented if we had complied with the Security Procedures. You will use and safeguard the Wire Transfer Service, Security Procedures, and Supporting Documents in accordance with this Agreement. In connection with your safeguarding obligations, you will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the Wire Transfer Service, the Supporting Documents, or any part of the Security Procedures. You assume all risks associated with disclosure of any part of the Security Procedures, including a Security Procedure to your employees. You agree to limit disclosures of Security Procedures to those employees or agents you will authorize to access the Wire Transfer Service on your behalf, or who have a specific need to know. You agree to follow all requirements and guidance that may be outlined in the Supporting Documents. You agree to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so. We are not obliged to act on a Request that is not transmitted in accordance with the Security Procedures. We may act on an incomplete Request at our sole discretion, including but not limited to if in

our reasonable opinion, it contains sufficient information. We have no duty to discover, and shall not be liable for, errors or omissions made by you or the duplication of any Request by you.

Any person identified by you in the Supporting Documents or so designated by any subsequent notice delivered to us may receive information, communications and notices regarding the Wire Transfer Service, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with the Wire Transfer Service. If the identity of such a person changes, you will promptly notify us. We will have a reasonable time after receipt of a notice or other communication to act on it.

Recalls, Cancellations, or Amendments. If you inform us that you wish to recall, cancel or amend a Request after it has been received by us, we may, but will not be required to, use our reasonable efforts to assist you to do so, but shall not be liable for any loss, cost or expense suffered by you if we do not, or are unable to, amend, cancel or recall the Request. You hereby agree to indemnify us against any loss, liability, claim or expense (including legal fees) we may incur in connection with assisting you to recall, cancel or amend any Request.

Account Transfer Limitations. All transfers to and from an Account will be subject to the terms and conditions applicable to the Account as set forth in the Account Agreement, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings Account. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Wire Transfer Service, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Account Agreement and Supporting Documents.

Refusal to Process Request. We reserve the right to, in our sole discretion, delay or refuse to process any requested Wire Transfer Service, including inbound or outbound transfers. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. Without limiting the foregoing, we may delay or refuse processing, for example, if: (a) processing would or may exceed the Available Funds in your affected Account; (b) the Request is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Request 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. In addition, we shall be excused from failing to transmit or delay in transmitting a Request 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 may violate 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.

Inconsistencies. If a beneficiary of a Request is identified by both name and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a Payment Order by both name and number, we and other financial institutions may rely on the number even if the name and the number are not consistent or identify different parties.

Provisional Credit. You acknowledge that credit for a Payment Order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the Payment Order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming Payment Order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the Payment Order. We may delay availability of provisional funds at our discretion. If we do not receive final settlement, you must return the funds previously credited to your Account to us, and the person who sent the Payment Order will not be treated

as having paid you. We may refuse to permit the use of any amount credited for an incoming Payment Order, including but not limited to a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your Account to cover chargeback or return of such transaction.

Confirmation; Duty to Review and Report. We may provide confirmation of advice based on the request of you and in any case shall include the transfer as part of the Account statements provided by us to you. You agree to examine the confirmations and monthly Account statements promptly upon receipt or availability, whichever occurs first. You shall notify us immediately and in no event later than five (5) Business Days after receipt or availability, whichever occurs first, of the advice or statement of the existence of any errors, unauthorized transactions or irregularities reflected on the confirmation or Account statement. Failure to notify us within 5th Business Days shall relieve us of responsibility for errors, unauthorized transactions or irregularities that may arise after the 5th Business Day. Failure to notify us within one year shall preclude you asserting the errors, unauthorized transactions or irregularities against us. Notwithstanding the foregoing, we reserve the right to, in our sole discretion, adjust transaction records for good cause after the expiration of said one year period.

Cutoff Hours. Same-day Requests must be received by our Wire Department by the cutoff hour established by us and listed for the Service. A Request is considered executed when we execute it. If a Request is received after the cutoff hour or on a day that is not a Business Day, we may process the Request the following Business Day.

Delayed Processing. In addition to any rights or allowances provided to us under this Agreement or in any other agreement we have with you, you agree that we may delay posting of an inbound credit to your Account(s), or delay the processing of an outbound transaction, when the delay is due to a suspicion that the transaction may be in violation of applicable law, or the transaction is otherwise under review by us.

Subject Rules and Regulations. You acknowledge that any Request executed by us will be subject to rules and regulations applicable to Payment Orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture any transmittal information regarding a Request (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Request. You agree to assist us in connection with any requirements imposed on us in fulfilling our obligations in this regard.

ACH Service

The ACH Service allows you to initiate credit and/or debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the local Automated Clearing House Association (the "Rules"). We are willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Accordingly, you may submit ACH Entries to us in accordance with the terms and conditions of this Agreement. An Entry is considered executed when we execute it. You are responsible for all Entries to the fullest extent provided by law and as set forth in this Agreement. Except as provided herein, capitalized terms in this section shall have the meaning set forth in the Rules.

The Rules. A copy of the Corporate Edition of the Rules can be purchased from NACHA at www.NACHA.org. You agree to obtain a copy, to understand and be familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules. You agree that information or advice you receive from us as to the Rules or the operation of the Rules is not legal advice and is not a substitute for your obligation independently to understand and comply with the Rules.

Processing Entries. You shall transmit PPD (Prearranged Payments and Deposits) or CCD (Corporate Credit or Debit) credit or debit Entries to us in compliance with the formatting and other requirements set forth in the Rules and the Supporting Documents. The ACH Service will start on a date agreeable to us after all set up requirements have been completed.

You will not submit individual or total daily or monthly Entries in excess of the maximum limits established by us and reflected in the Agreement or the Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at our discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. You will not divide a transaction into more than one Entry in order to avoid these limitations. We may adjust these limitations from time to time, at our discretion. Our processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision. We may cease processing Entries in a greater amount at any time without prior notice.

You may not originate Entries using Standard Entry Class Codes other than CCD and PPD without prior notice to and written approval from us. We may require you to submit an application in form and content acceptable to us, and your execution of supplemental schedules, agreements and other documents as we may require, as a condition precedent to your use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements apply to your use of CTX, ARC, RCK, BOC, POP, W EB, IAT or TEL Standard Entry Class Codes, or if you are engaging in cross-border (International) transactions and your ability to process such entries will also be subject to separate agreement or addendum with us. We may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-Us Entries, we shall: (i) process Entries received from you to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by us in our sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the Rules. We shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, one Business Day prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received by our related cutoff time on a Business Day, (b) the Effective Entry Date is at least one Business Days after such Business Day, and (c) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by us when the transmission and compliance with any related security procedure is completed. If any of the requirements of this paragraph are not met, we may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.

On-Us Entries. In the case of an Entry received for credit to an Account maintained with us (an "On-Us Entry"), we shall credit the Receiver's Account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this Agreement are met. If said requirements are not met, we may use reasonable efforts to credit the Receiver's Account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

Rejection of Entries. We may reject any Entry for any reason. We will notify you of the rejection (either electronically, in writing, by telephone, or as otherwise agreed to by you and us, no later than the Business Day after the Effective Entry Date. We will not be liable to you for the rejection of any Entry, for your non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than that provided for herein. We will not be required to pay you interest on a rejected Entry for the period from rejection of the Entry to your receipt of the notice of rejection.

Notice of Returned Entries. We will notify you by phone or electronic transmission, including email of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the Business Day of receipt. Except for an Entry retransmitted by you in accordance with the requirements of this Agreement, we shall have no obligation to retransmit a returned Entry to the ACH Operator if we have complied with the terms of this Agreement with respect to the original Entry.

Prenotifications. If you choose to originate non-dollar prenotification Entries to verify the accuracy of routing and Account numbers, you agree not to initiate live dollar Entries until at least three (3) Business Days following the Settlement Date of the prenotification Entry. Prenotifications must be provided to us in the format provided in the Rules. If you receive notice that a prenotification has been rejected or returned, you agree to research the problem and make any necessary corrections before transmitting another Entry.

Notifications of Change. We will notify you of all Notifications of Changes (NOC) received by us relating to Entries transmitted by you by mutually agreeable means, including email, no later than one Business Day after the Business Day of receipt. You must make the changes specified in an NOC or corrected NOC: (a) within six Business Days of receipt or prior to initiating another Entry to the Receiver's Account, whichever is later; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

Prefunding; Payment. We may designate you as "ACH Prefunding," and we may change your designation to or from ACH Prefunding at any time, with or without cause and at our sole discretion. We will inform you of your designation as ACH Prefunding, and of any change in the designation.

You will pay us, in immediately Available Funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to us at such time as we may from time to time designate or, if not otherwise designated: (a) if you are not designated ACH Prefunding, no later than one Business Day prior to the Effective Entry Date; and (b) if you are designated ACH Prefunding, no later than the date of transmittal of the related Entry data to us or at such other time as we may have established for you.

Your Representations and Warranties. In addition to the representations and warranties provided by you under the Agreement, with respect to each and every Entry initiated by you, you represent and warrant to us and agree that:

- (A) You shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by us from you has authorized the initiation of such Entry, and the crediting or debiting of its Account in the amount and on the Effective Entry Date shown on such Entry. You will provide us with a copy of such authorization whenever requested to do so within five Business Days. Such authorization is operative at the time of transmittal or crediting / debiting by us as provided herein;
- (B) Entries transmitted to us by you are limited to those types of credit or debit Entries set forth in this Agreement;
- (C) If the amount of a debit Entry to a Receiver's Account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, you will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;
- (D) If any change is made by you in the scheduled Effective Entry Date of one or more debit Entries, you will, at least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new effective Entry Date(s) of such Entry or Entries;
- (E) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;
- (F) You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry;

(G) You will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by you (refer to the Business Member Handbook for prohibited activities);

(H) You hereby make the same representations and warranties to us with respect to Entries sent by us to an ACH Operator upon your authorization as we are deemed to make under the Rules, and we shall have no responsibility with respect to matters so represented and warranted by you; and

(I) You will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

Retention. In addition to any retention obligations of yours under this Agreement, you agree to retain and make readily available to us on request all information necessary to remake any files of Entries for ten Business Days following the Settlement Date.

Audit. In addition to the audit commitments provided under the Agreement, if transactions you conduct involve some use of the Internet, then you agree to conduct an internal security audit ("security audit") at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the Operating Guidelines of the Rules. Upon our request, you agree to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. You agree to provide us with a copy of each internal and external audit report, as applicable, in a format acceptable to us within (30) days from the completion of the audit.

Without limiting the foregoing, you specifically agree to establish data security policies, procedures and systems as required by the Rules. This requires you to:

- Protect the confidentiality and integrity of Protected Information;
- Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
- Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by you to initiate, process and store Entries. NACHA defines Protected Information as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related Addenda record.

Mobile Banking Feature

Access and Use of Mobile Banking Feature – To access and utilize the Credit Union's mobile banking application ("Mobile Banking Feature") you will need an eligible wireless access device ("Wireless Access Device") with applicable browser and text message capabilities, as well as a valid mobile phone number. You may be required to register your Wireless Access Device prior to activating the Mobile Banking Feature. In order to properly use the Mobile Banking Feature, you should review and follow the

instructions provided with the system and agree to the additional terms and conditions for the Mobile Banking Feature. Not all Services will be accessible using the Mobile Banking Feature.

YOU AGREE TO TERMINATE THE MOBILE BANKING FEATURE, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING FEATURE IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

Relationship to Third Party Agreements – You agree that, when you use the Mobile Banking Feature, you remain subject to the terms and conditions 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 the Mobile Banking Feature (such as data usages or text messaging charges imposed on you by your mobile service provider) for your use of or interaction with the Mobile Banking Feature, which may include downloading software receiving or sending bank related text messages, or other use of your Wireless Access Device when using the Mobile Banking Feature, and you agree to be solely responsible for all such fees, limitations and restrictions. You 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.

Mobile Banking Feature Limitations – The availability, timeliness and proper functioning of the Mobile Banking Feature depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Access Device. Neither we nor any of our service providers warrant that the Mobile Banking Feature will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Mobile Banking Feature, including service interruptions, delays, or loss of personalized settings.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilize to access the Mobile Banking Feature.

THE MOBILE BANKING FEATURE IS PROVIDED “AS IS” AND AS AVAILABLE, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

You agree to exercise caution when utilizing the Mobile Banking Feature on your Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

Remote Deposit Capture

The Credit Union offers two types of Remote Deposit Capture services: Desktop Remote Deposit Capture Services and Mobile Deposit Services. Your use of the Remote Deposit Capture services are subject to our prior approval, including appropriate credit approval. We may from time to time establish deposit, file and other exposure limitations and assign them to your use of the Remote Deposit Capture service.

Definitions

“Check” means an “original check” as defined in Regulation CC.

“Desktop Remote Deposit Capture Services” as used in this section means the desktop remote deposit capture services described in this section, to be provided by us to you to enable the processing of Checks digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.

“Desktop Remote Deposit Capture Application” means the online application required by us for use in

receiving, validating and packaging images and data to be forwarded to us for additional processing for deposit as part of the Desktop Remote Deposit Capture Services.

“Documentation” means all documentation, the user manual, any other manuals, all instructions (including instructions provided online or via the Mobile Application) relating to the Mobile Deposit Services which we may provide to you from time-to-time in connection with the Mobile Deposit Services. “Endpoint” means any Federal Reserve Bank, financial institution, local clearing house, and courier or other entity or location for the delivery of cash letters or other presentment of electronic items or Substitute Checks.

“Imaged Item” means the digitized image of a Check that is created by you and transmitted to us using the Mobile Deposit Services.

“Image Exchange Item” 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 endorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Item does not include Non-cash Items or Items payable in a medium other than United States money.

“Mobile Application” means the mobile device native application required by us for use in receiving, validating and packaging images and data to be forwarded to us for additional processing for deposit.

“Mobile Deposit Services” as used in this section means the mobile deposit services described in this section, to be provided by us to you to enable the processing of Checks digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints.

“Non-cash Item” means an Item that would otherwise be an Item, except that: (i) a passbook, 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, demand 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 postdated, savings bonds, Items payable to “cash,” Substitute Checks, non-negotiable Items, 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” as set forth in Regulation CC.

“UCC” means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.

“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 Services, or a State or local government.

Terms applicable to your use of Remote Deposit Capture

You will capture digitized images of Checks using a Mobile Application and a supported mobile device (in the case of Mobile Deposit Services) or a Credit Union-approved desktop scanning device (in the case of Desktop Remote Deposit Capture Services), and in accordance with the instructions provided by us to you. You will enter all amounts and any other required information correctly.

The electronic images of Checks in the form of Imaged Items will be transmitted by you to us, or our authorized processor, over the Internet through the Mobile Application or the Desktop Remote Deposit Capture Application.

Subject to the provisions of this Agreement, your Account will be provisionally credited upon our acceptance of the Imaged Items for deposit to a specified Account which are received by us from you through the Mobile Deposit Services or Desktop Remote Deposit Capture Application.

All deposits received by us are subject to the terms of the Account Agreements and are accepted subject to our verification and final inspection and may be rejected by us in our sole discretion.

Your Responsibilities

You shall maintain one or more Accounts with us for the receipt of deposits of Items.

You will only submit Checks for processing to us that meet the definition of "Check" and will ensure that the Checks scanned meet the standards for image quality required by us or applicable law. 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. We may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.

Unless previously approved by us in writing, you will not attempt to scan and transmit to us any Item which is drawn on a share Account you maintain with us or any other financial institution, or a share Account of any business entity of which you are a principal, officer or authorized signer. You will only use the Remote Deposit Capture services for your own business purposes and in accordance with this Agreement.

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 Image Exchange Item consistent with the terms of the Account Agreements.

You will: (i) ensure that Checks are restrictively endorsed (for example: "Remote deposit only to Tech CU account #____") or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Checks; (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the 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 will use the Remote Deposit Capture services, including the entering, processing and transmittal of Imaged Items, in accordance with the Documentation. In addition, you will provide, at your own expense, a supported mobile device as specified by us from time to time with an active Internet connection in order to use the Mobile Deposit Services, or a supported desktop scanner as specified by us in order to use the Desktop Remote Deposit Capture Services. You will be responsible for all cellular, Internet and network fees associated with utilizing your supported mobile or desktop device with regard to the Remote Deposit Capture services.

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 in any investigation and resolving any

unsuccessful or lost transmission with us.

You shall be responsible for promptly installing and implementing any changes and upgrades to the Mobile Application or Desktop Remote Deposit Capture Application as required by us from time to time.

You shall 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 the Remote Deposit Capture services and shall further prevent the use of the Remote Deposit Capture services by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Remote Deposit Capture services or disclosure of any confidential information or instructions by you. You are responsible for the security of your supported mobile or desktop device at all times and agree to implement internal controls to safeguard the supported mobile or desktop device and any information and data contained therein.

Upon your transmission of an Imaged Check, you agree to prominently mark the Original Check as "Electronically Presented" and securely store and hold the Original Check for 60 days prior to properly disposing of the Original Check to ensure that it is not redeposited or otherwise represented for payment. You further agree to never represent or redeposit the Original Check with us or any other financial institution without prior authorization from us. You agree to use a commercially reasonable method to destroy the Original Checks after the 60 day retention period has expired. You will promptly 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, for our audit purposes or as we otherwise deem necessary.

You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to you and your Account will be charged for the amount of the Item plus any associated fee as disclosed in our schedule of fees, which may be changed from time to time at our discretion. 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.

You will not engage in any activity directly or indirectly related to the use of the Remote Deposit Capture services that is illegal or fraudulent.

Our Rights and Responsibilities

For all Imaged Items processed by you 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. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by us from time to time.

Unless otherwise agreed by you and us, we will process any returned Items in accordance with applicable law.

Availability of credit from Items processed under this Agreement will generally be subject to the availability schedule applicable to your Accounts. However, notwithstanding the availability schedule, we reserve the right in our sole discretion to impose other and longer holds on Items deposited through the Remote Deposit Capture services.

In addition to any other rights we may have with regards to your Accounts and except as maybe prohibited by applicable law, we may hold and use funds in any Account following termination of this Agreement for such time as we reasonably determines that any Item processed by us prior to termination may be returned, charged back or otherwise be 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 and the rules of any image exchange network our representations and warranties with regard to

Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

We shall be excused from failing to act or from any delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failures or delays, you acknowledge that you may instead deposit directly with us any Original Checks or other Items for processing and presentment, provided such Items have not been previously imaged and processed in connection with the Remote Deposit Capture services. In addition, we shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in our having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if our otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

We may add, delete or change the features or functions of the Remote Deposit Capture services at any time in our sole discretion. We may cause the Remote Deposit Capture services to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Remote Deposit Capture services to be unavailable to you. You may deposit Original Checks and other Items to your Account in person or in any other manner permitted by agreement between you and us.

Processing Times

The Remote Deposit Capture services are available for use only on Business Days during the times set forth in the Documentation, except during maintenance periods, or such other hours as established by us from time to time. Transmissions processed after these hours on a Business Day, or on any day that is not a Business Day, are treated as occurring on the next Business Day.

Imaged Items processed for deposit through the Remote Deposit Capture services will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the Account. A deposit of Imaged Items 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 Imaged Items, 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, Imaged Items received by us for deposit may be rejected by us in our sole discretion.

Items will be processed and ready for presentment by us after we receive all good digitized images and associated data for any given transmission from you. 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 Imaged Item, notwithstanding any transmission confirmation, and charge the amount back against any provisional credit to your Account. We will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.

If an Imaged Item 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.

It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet the availability schedules of us as set forth in the Account Agreements or as otherwise established by us. You are further responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

Security Procedures

You will be solely responsible for establishing, maintaining and following such security protocols as deemed necessary to ensure that Imaged Items and related information transmitted directly to us are intact, secure and confidential until received by us.

You agree to implement security procedures that we may offer to verify the authenticity of any Imaged Items transmitted to us in your name. Regardless of the security procedures implemented by you, you agree that we may rely on and you will be obligated on the Imaged Item, whether or not the deposit of the Item was authorized by you. In addition, if the deposit of an Item was authorized by you, you will be obligated on the Item even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error.

You shall comply with all instructions, including from the Mobile Application or Desktop Remote Deposit Capture Application, for using the Remote Deposit Capture services by taking reasonable steps to safeguard the confidentiality and security of any passwords, equipment, and other proprietary property or information provided in connection with the Remote Deposit Capture services.

You shall: (i) limit access to any passwords and equipment to persons who have a need for such access; (ii) notify us immediately if you have any reason to believe the security of confidentiality required by this provision has been or may be breached; and (iii) immediately change the password if you know or suspect the confidentiality of the password has been compromised in any way. Security procedures are not designed for the detection of errors, e.g., duplicate transmissions of Imaged Items or errors in information provided to us. We are not obligated to detect errors by you.

You agree to change the password(s) periodically and immediately whenever you believe a password has been compromised.

Your Representations and Warranties. You make the following representations and warranties with respect to each Item, including Non-qualifying Items, processed by you pursuant to this Agreement:

The Imaged Item 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 an Imaged Item.

The Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return.

You will not use the Remote Deposit Capture services to present any Item that you know or should know is altered, unauthorized or fraudulent.

You make to us all encoding, transfer, presentment and other warranties 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.

There will be no duplicate presentment of an Item in any form whether to us or any other financial institution, 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 Item. 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 Item.

Geographical location

During your transmission of an Imaged Item to us via the Remote Deposit Capture services, for fraud prevention purposes we reserves the right to, at our discretion, obtain your geographical location utilizing the functionalities of your supported mobile or desktop device.

Positive Pay Service

Tech CU provides a Positive Pay Anti-Fraud Protection Service to organizations that wish to take measures to prevent fraud from being perpetrated on their business accounts. This service is both Check Positive Pay, and ACH Positive Pay (otherwise known as ACH Blocks/Filters). More information about this service can be found in the Positive Pay Service Agreement.

Security Interest

You grant us a security interest in your Accounts to secure the repayment of any obligation that you incur under this Agreement. The security interest provided under this Agreement is in addition to any other security interest we may have in your Accounts or other assets. This security interest will survive termination of this Agreement.

Reserve Account

You agree that you will, if requested by us at any time, establish one or more reserve Accounts to be maintained with us in type (including time Certificates) and amount satisfactory to us, to serve as collateral for and to secure your obligations to us under the Agreement. We may restrict or prohibit your access to any reserve Account(s) and the funds on deposit in them, and we may hold such Accounts following termination of the Agreement for a period of time sufficient to protect us against loss. We may increase or decrease the required reserve Account amount from time to time, upon notice to you and you agree to provide immediately Available Funds to cover a reserve amount we request. In addition, we may transfer funds from another Account of yours, or use funds payable to you or owed by us to you under the Agreement or due to a Service, and credit such funds to a reserve Account if a deficiency exists between the Available Funds in your reserve Account(s) and the amounts we specify as the required reserve amount.

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.

Audit

This Audit section applies to you only if you use our Business Mobile Deposit or Desktop Remote Deposit Capture service.

We reserve the right, with prior notice to you, to conduct an audit of your business to verify that your operations and procedures are in compliance with the terms of the Agreement. In connection with any such audit, you agree to furnish us with any documentation or information as is reasonably necessary to

establish your compliance with the terms of the Agreement. If it is determined by us that additional procedures or controls need to be implemented by you, you agree to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

Service Fees and Charges

Our current fees and charges are shown on our applicable schedule, which is available upon request. 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 three-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.

Business Days

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our Business Days are Monday through Friday, except holidays that we may observe.

Hours of Operation; Interruption in Services; Changes

You will generally be able to use Services seven days a week, 24 hours a day. However, a Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by law).

Harm to Computer Systems/Data

You agree that we will not be liable for viruses, malware, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. 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 system website 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.

Confirmations and Periodic Statements; Duty to Examine

You agree to examine any confirmations or monthly Account statements promptly. You will notify us immediately, and in no event later than 15 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 with 15 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 confirmation or 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.

Limitation on Liability

Except to the extent otherwise restricted by applicable law, we are responsible only for performing Services as expressly stated in this Agreement, and will be liable only for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES, OR THE INABILITY TO USE THE SERVICES, IRRESPECTIVE OF WHETHER WE HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT RESTRICTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF: (I) SIX TIMES THE AVERAGE MONTHLY FEES PAID DURING THE THREE MONTHS PRECEDING THE DATE OF THE ALLEGED ACTIVITY GIVING RISE TO THE CLAIM; OR (II) \$5,000.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. 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.

Indemnification

Except to the extent that we are liable under the terms of this Agreement or pursuant to applicable law or regulation, you agree to indemnify and hold us, our 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 attorney's fees) arising from: (1) an Account; (2) the performance of a Service; (3) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (4) any fraud, manipulation, or other breach of these terms; (5) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement, purchase or sale of any goods or services; (6) your violation of any Laws or Rules or of the rights of a third party; (7) your use, or the provision of Services or use of your Account by any third party; or (8) any transaction or instruction or Communication from you to us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without prior written consent from us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorized Representative. This indemnification provision will survive termination of this Agreement.

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.

Arbitration

You and we expressly agree that any legal proceeding, action, dispute, claim, or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with this Agreement shall be resolved, except as otherwise limited or prohibited by law, by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its arbitration rules for businesses. The foregoing matters shall be referred to as a "Dispute." Any of the parties to this Agreement may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Dispute. Any such arbitration shall proceed in Santa Clara County, California, and shall be governed by the substantive laws of the state of California. The decision of the arbitrator shall be final and binding upon all parties and judgment upon the award may be entered in any court having jurisdiction thereof by any party. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California state or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the share Account and/or electronic banking services context. Any party who fails to submit to binding arbitration following a lawful demand of the opposing party shall bear all costs and expenses, including reasonable attorney fees, incurred by the opposing party in compelling arbitration. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly and severally or against one or more of them without impairing rights against other liable persons. No party shall be required to join the principal obligor or any other liable persons in any proceeding against a particular person. A party may release or settle with one or more liable persons as the party deems fit without releasing or impairing rights to proceed against any persons not so released. This Section shall survive any termination, amendment or expiration of any provision of this Agreement, unless otherwise expressly agreed in writing.

UNLESS SPECIFICALLY PROVIDED OTHERWISE UNDER LAW, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO BOTH A JURY TRIAL AND A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

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.

Services Not Substitute for Legal, Tax, or Financial Advice or Planning

You acknowledge that the Services, Credit Union, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist your independent decision-making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

Notices

Notices from us to you regarding any Service may be in writing delivered to you by first class mail, hand-delivery, facsimile, bulletin posting through the Service or e-mail at the addresses for you in our records or, if a Service is provided by access to an internet website (such as via System), by posting the notice or communication on the website. Notices from you to us regarding any Service must be delivered by first class mail or hand-delivery at 2010 North First Street, San Jose, CA 95131. You are responsible for telling us if you change your physical address, mailing address or email address.

Credit Criteria; Ownership Change Notice

We may, in our sole discretion, and you hereby authorize us to, perform credit reviews of you in accordance with our credit criteria. You shall, upon our request, provide us with any credit-related information and assistance as we may require to perform any such review. You agree to provide us with financial statements or other information regarding your financial condition upon our request.

Without limiting the foregoing, you agree to provide us with at least 30 days advance written notice of: (i) any material (25% or greater) change in your ownership; (ii) any material change in type, scope or nature of your business; and (iii) any anticipated material (25% or greater) increase in the amount or volume of your use of the Services to facilitate transfers to third parties over the preceding calendar quarter.

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.

Uploaded Content, Linked Sites and Advertisements

From our website or 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 site 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.

We reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, believe violates this Agreement, or contains content, including viruses or malware, that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect our rights, property, or personal safety, or those third parties.

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, 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 site or a list of our content or site 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; (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 your use and the individuals you authorize to access the Services on your behalf. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

Purchase

Our website or Services may permit you to purchase goods and services from various online or offline merchants, retailers, vendors, suppliers, services, or individuals (collectively, "Merchants"). The web pages from which you conduct such transactions may bear our logos, names, trademarks or service marks, or brand identity. Nonetheless, we have no responsibility for any of your transactions with any such Merchants, and make no guarantees, representations or warranties regarding any of them. We shall not be responsible for any loss or damage you or anyone else incurs as a result of such transactions or Merchants.

Cumulative Remedies

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

Delays/Force Majeure

Our obligations 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 our control.

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 contains 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 or 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.

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 company 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.

Termination; Suspension; Delay

We may terminate or suspend this Agreement and any service provided hereunder at any time and in our sole discretion. 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 30 days 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.

Providing Personal and Financial Information

You agree to provide true, accurate, current and complete personal and financial information about yourself and about your affiliates as requested. You agree to not misrepresent your identity.

Corporate Authority; Partnership Authority

If you are a corporation, LLC, or other legal entity, the person accepting this Agreement on behalf of the corporation or LLC represents and warrants that he or she has full authority to do so and that this Agreement binds the corporation or LLC. If you a partnership, the person accepting this Agreement for you represents and warrants that he or she is a general partner of the partnership, that he or she has full authority to sign for the partnership and that this Agreement binds the partnership and all general partners of the partnership. You shall give written notice to us of any general partner's withdrawal from the partnership.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

TECHNOLOGY CREDIT UNION
By: _____
Title: _____
Date: _____
Signature: _____

AUTHORIZED REPRESENTATIVE(S):
By: _____
Title: _____
Date: _____
Signature: _____
By: _____
Title: _____
Date: _____
Signature: _____
By: _____
Title: _____
Date: _____
Signature: _____