

## ONLINE BANKING SERVICES AGREEMENT AND DISCLOSURE

Effective: 08/25/2020

### Contact Information:

Santa Clara County Federal Credit Union ("County Federal" or "our" or "we") 1641 N. First Street, Suite 170, San Jose, CA 95112

Telephone Numbers: 408-282-0700 or 800-282-6212 or memberservices@sccfcu.org

1. SCOPE OF THIS AGREEMENT: This Agreement between the user ("you") and Santa Clara County Federal Credit Union ("County Federal"), 1641 N. First Street, Suite 170, San Jose, CA 95112 governs your use of our Online Banking, Mobile Banking and Bill Payment services (the "Service"). The Service permits our members to perform a number of banking functions on accounts linked to the Service through the use of a personal computer or device and the Internet.

2. ACCEPTING THE AGREEMENT: After you have carefully read this Agreement and Disclosure in its entirety and the link to our Privacy Policy you will be asked to accept the terms and conditions of this agreement.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically. If you need a paper copy of this Agreement, please contact our Member Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

3. DEFINITIONS:

A. User ID means a "User Identification" name used to access internet banking service.

B. ACH Origination refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

C. Agreement means these terms and conditions of Online Banking, Mobile Banking and Bill Payment services.

D. Authorized User is any individual, Consumer, and/or co-signer whom you allow to use Online Banking and the Service or your Password or other means to access your Eligible Accounts.

E. Bill Payment Service Provider refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, CHECKFREE SERVICES CORPORATION.

F. Business Days and Business Cut-Off Times are Monday through Friday excluding holidays and weekends. All Online Banking transaction requests received on Saturdays, Sundays, or holidays on which County Federal chooses to remain closed, will be processed on County Federal's next business day. County Federal's business day begins at 9:00 a.m. and ends at 5:30 p.m.

G. Consumer refers to a natural person who owns an Eligible Account at County Federal and who uses Online Banking, Mobile Banking and Bill Payment for personal, family, or household purposes.

H. Eligible Accounts means any one of your account(s) to which we may allow access to the Service under this agreement. Certain membership types may not be eligible for the Service due to the legal nature of the account. These membership types include custodial, organizational, and fiduciary accounts. Only a checking account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Provider. You may request Internet access to any Eligible Account on which you are the primary member. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payment, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

I. Scheduled Payment is a Bill Payment that has been scheduled through the Service but has not begun processing.

J. Scheduled Payment Date is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day.

K. Service means all internet banking services and Bill Payment services offered by County Federal through its Service Providers.

L. Service Guarantee is the amount that County Federal and its Service Providers will bear responsibility for in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date.

M. Service Provider includes any agent, licensor, independent contractor or subcontractor that County Federal may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

4. **PREREQUISITES FOR ENROLLING ONLINE BANKING SERVICES:** In order to enroll in Online or Mobile Banking you must have an Eligible Account with County Federal. Your account with us must be in good standing. You must be 18 years of age. If you enroll for Bill Payment services, you must also be a resident of the United States of America or its possessions.

5. **HARDWARE AND SOFTWARE EQUIPMENT REQUIREMENTS:** You must have a computer and Internet browser that will support Online Banking. We recommend use of the most current, fully patched, versions of Internet browsers for accessing Online Banking. Some features of the Online Banking may not be supported with older browsers. You will need Internet access through an Internet Service Provider (ISP). You will need access to a printer and/or other storage medium as a hard drive for downloading

information or printing disclosures. You will also need an external email address for the delivery of electronic notices and disclosures. You must maintain a fully updated anti-virus protection on your computer at all times. To access the Mobile Banking application, you must have a mobile device compatible with the application available for download on your device. Specifications are disclosed prior to download.

By accepting this electronic version of this agreement, you have verified that you have the required hardware and software necessary to access the Service in order for you to retain a copy of this agreement and disclosures. If we revise hardware and software requirements, and if there is a material chance that they will impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

6. ELECTRONIC DISCLOSURES CONSENT: We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly Account Statements
- Deposit Account Disclosures
- Notices regarding changes in Account Terms and Fees
- Privacy Notices

The equipment necessary for accessing these types of disclosures electronically is described above in Section 5. You should also print or save a copy of all disclosures delivered electronically.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING ONLINE BANKING AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Send a written request to Santa Clara County Federal Credit Union, Attn: Member Services, 1641 N. First Street, Suite 170, San Jose, CA 95112
- Send a secure message through Online Banking
- Contact us at 408-282-0700 or 800-282-6212

How to Obtain Electronic Disclosures (eDisclosures): We will always post our most current Online Banking Services Agreement on our website. If any amendment(s) to this agreement results in an adverse effect upon our members, we will provide at least 30 days prior notice through a secure online message and/or external email alert. We may also send you an external email notice and/or secure message to inform you where other important disclosures or account statements can be viewed on our website or within Online and Mobile Banking. You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies of electronic notices

and disclosures to your hard drive or other media for viewing and printing at a later time. If you have trouble printing or if you need a paper copy for a special situation, you may request a paper copy from us by contacting us through any of the methods listed above. If you need a paper copy of any eDisclosure, we will provide the first copy for free. Charges may apply for additional paper copies.

7. eSTATEMENTS: As part of the enrollment process, we may ask you if you want to receive electronic only versions of your account statements (eStatements). If you enroll for eStatements, and then later decide that you want to receive paper statements, you can "opt-out" of electronic delivery on the "eStatements" within Online/Mobile Banking. After your opt-out request is processed you will begin receiving paper copies of your statements. Please note that prior month statements will no longer be available for you to review. A service charge may apply for historical statements should you request paper copies. Please see our Fee Schedule on our website at <https://www.sccfcu.org/> or call us for a copy.

If you enroll for eStatements and then later close your account(s) with County Federal, your access to the Service will also be terminated. You may request paper copies of historical statements at the address listed above and service charges will apply. Please see our Fee Schedule on our website at [www.sccfcu.org/](http://www.sccfcu.org/) or call us at the number listed above.

8. ONLINE BANKING SERVICES: County Federal's Online Banking Services are as follows:

- Up to 12 months of complete transactional detail and history
- Account inquiries for balances and rates, etc..
- View, print, download copies of actual paid checks
- Electronic monthly account statements that can be printed or downloaded
- Transfers between your accounts at County Federal (Please note: you cannot make a transfer or payment to a First Mortgage loan using Online Banking)
  - Transfer to and from your account at County Federal and other financial institutions
  - Secure messaging
  - View loan and/or credit card balances
  - Payment transfers to your loan accounts with County Federal
  - Reorder checks online
  - A link to "My Mortgage" if you have a First Mortgage Loan with County Federal (Separate user ID and password is required to access details about your mortgage loan)
- Bill Payments
- Loan Application
- Transaction downloads
- Stop Payments on checks that you have written
- Mobile Check Deposit (through Mobile Banking application only)

- Card Manager Services (through Mobile Banking application only)

External Transfer services are optional: Our External Transfer feature requires the review and approval of a separate disclosure at the time of enrollment into the service and may involve third party service providers or senders. Insufficient funds and return payment fees as disclosed in our Fee Schedule may apply.

Card Manager services are optional: The Card Manager feature requires the review and approval of a separate disclosure at the time of enrollment into the service and may involve third party service providers. There is no fee for to use this service.

Stop Payments feature: To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

There is a Stop Payment fee associated with this feature, please refer to the Fee Schedule or contact us at 408-282-0700 or 800-282-6212. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these disclosures will be made available to you during your initial access to the Service and will remain available to you online.

9. FEES: Except as indicated elsewhere in this agreement, our Fee Schedule or other disclosures, we do not charge for the Service. We can debit any fees to any of your share accounts without notice.

10. TEXT MESSAGES: Text messaging services are provided by County Federal and not by any other third party. You and County Federal are solely responsible for the content transmitted through text messages sent between you and County Federal. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

11. CROSS ACCOUNT TRANSFERS: All accounts with County Federal that you enroll in a service may be linked by the member account numbers of the persons authorized to access the account. If you would like to link an account, please contact our Contact Center at 408-282-0700 or 800-282-6212 for assistance. The linked accounts will appear together without regard to the ownership for the accounts. For example, if an authorized user of a linked account accesses Online Banking, that authorized user will be able to view and access at a single time the accounts for which that person is an authorized user.

12. MOBILE CHECK DEPOSIT FEATURE: A separate agreement and disclosure is required to be reviewed and accepted at the time of enrollment into this feature through the Mobile Banking application. This service may involve third party service providers and senders. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these

limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

There is no fee to use this service but returned check fees may be assessed in accordance with our Fee Schedule.

13. ACCOUNT BALANCES: Balances shown in your account may include deposits subject to verification by us. The balance reflected on Online and/or Mobile Banking may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-Off time to be effective the same Business Day. The balances within Online and Mobile Banking are updated periodically and will display the most current "as of" date on the accounts summary page. There may be situations that cause a delay in an update of your balances. Online and Mobile Banking will use the most current balance available at the time of a transaction to base approval for accounts transfers.

14. CANCELING OR CHANGING TRANSFERS: You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through Online or Mobile Banking. However, you can edit or change a transfer that is still "pending."

15. TRANSACTION LIMITATIONS: You may use Online and Mobile Banking to check the balance(s) of your Eligible Account(s) and to transfer funds among your Eligible Accounts at County Federal. You must have sufficient funds in your account to cover the amount of any online transfers, external transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. Non-sufficient funds fees and/or overdraft charges may be incurred if Bill Payment exceeds your account balance.

16. BILL PAYMENT: The Bill Payment Program requires the execution of a separate written agreement and may involve third party service providers or senders.

- Fees associated with returned payments and stop payments may be assessed. All fees related to our Bill Payment Program are disclosed on our Fee Schedule.

17. PRIVACY: We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Policy before completing the enrollment process for the Service.

18. Disclosure of Account Information to Third Parties: It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transaction you make ONLY in following situations:

- Where it is necessary for completing transactions
- Where it is necessary for activating additional services
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller
- In order to comply with a government agency or court order; or

- If you give us your written permission

Please refer to our Privacy Policy for additional detail on disclosure of account information.

19. Internet Security: We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

20. Our Liability for Failure to Complete Transactions: We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- b. The Service and/or the payment processing center is not working properly, and you know or have advised by County Federal and/or its Service Provider about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number or account information for the Biller;
- d. Your eligible Account(s), including either your Payment Account or Bill Account is closed;
- e. If your computer, software, telecommunication lines were not working properly, and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- f. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- g. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- h. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- i. Circumstances beyond control of the Service, our Service Providers, and County Federal (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstance.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s) or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, County Federal and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account(s), and for directing to the proper Biller any previously misdirected transactions, and, if applicable for any late payment related charges.

21. Documentation and Verification of Payments and Transfers: Information regarding Online and Mobile Banking and Bill Payment transactions will be reflected on the account detail and in your regular monthly account statement(s).

22. Errors and Questions: In case of errors or questions, please contact us as soon as possible through one of the following methods:

- Telephone at 408-282-0700 or 800-282-6212 during business hours
- Use the secure messaging feature within Online Banking
- Write to us at 1641 N. First Street, Suite 170, Attn: Member Services, San Jose, CA 95112

If you believe your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the first statement was sent to you on which the problem or error appears. You must: 1: Tell us your name, relevant service account numbers(s) and User ID; 2. Describe the error or the transaction in question and explain as clearly as possible why you believe it is an error or why you need more information; and 3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you believe is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to twenty (20) Business Days to credit a new account for the amount you believe is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Consumer Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your User ID or Password has been lost or stolen. Contacting us by telephone is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable). If you notify us within two (2) Business Days after you discover your Password, User ID used or other means to access your account has been lost or stolen, your liability is not more than \$50.00 should someone access your account without your permission. If you do not notify us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password, User ID, or other means to access your account if you had notified us, you could be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must notify us AT ONCE. If you do not notify us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days



if we can prove that we could have stopped someone from taking the money had you notified us in time. If a good reason (such as a long trip or a hospital stay) prevented you from notifying us, we may extend the period.

24. Alterations and Amendments: This Agreement, applicable fees and service charges may be altered or amended from time to time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

25. Address, E-mail, or Payment Account Changes: When you enroll in the Service, we may send you an email confirmation or text message code for security purposes (mobile messaging rates may apply). We will also send you emails and/or secure messages regarding important Online Banking Service matters and/or changes to this Agreement. You must provide us your current email address in order for us to deliver this information to you. We may also send you emails about our new services or products unless you opt-out of receiving marketing materials. You may opt-out by calling us at 408-282-0700 or 800-282-6212. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to name, address, telephone numbers, and email addresses. Changes can be made within Online or Mobile Banking or by contacting our Contact Center at 408-282-0700 or 800-282-6212. Any changes to your Eligible Account(s), Payment Account(s), should also be made in accordance with the procedures outlined above. We are not responsible for any Bill Payment processing error or fees incurred if you do not provide accurate Payment Account or contact information.

26. Service Termination, Cancellation, or Suspension: In the event you wish to cancel Online Banking, Mobile Banking and/or Bill Payment please contact our Contact Center or send us a secure email. Any Bill Payments(s) already processed before the requested cancellation date will be completed by the Service. All scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date. We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Access to our Online or Mobile Banking may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online/Mobile Banking or Bill Payment activity for a period of twenty-four (24) consecutive months, accessibility will automatically terminate. After termination or suspension of Online Banking we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must contact our Contact Center.

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

28. No Waiver: County Federal and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any right or remedies shall operate as a waiver of such rights or remedies or any other rights

or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

29. Captions: The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

30. Disputes: In the event of a dispute regarding the Service or its Service Providers, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of County Federal and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

31. Governing Law and Relation to Other Agreements: Account and services provided by County Federal may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately. This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of California, without regard to its conflicts of the law's provisions; provided, however, that any dispute solely between you and our Bill Payment Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions.

#### PROCEED WITH THE ENROLLMENT FOR ONLINE BANKING SERVICES

By clicking on the "I AGREE" button below you represent that you are the owner of an Eligible Account to be enrolled in Online Banking Services and/or have been authorized by the owner to enroll for the SERVICE. Clicking the "I AGREE" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose the Cancel button below.)