

## **Cal Coast Online Terms and Conditions Agreement**

California Coast Credit Union maintains Cal Coast Online as a service to our members. This Terms and Conditions Agreement (“Agreement”) governs your use of the California Coast Credit Union online banking service, Cal Coast Online (“site”). Please read this Agreement carefully. We invite you to print a copy of this Agreement and retain it for your records. You may also request that a copy of this Agreement be mailed to you by calling (877) 495-1600.

For the purposes of this Agreement, the terms “we”, “us”, “our”, and “Credit Union” refer to California Coast Credit Union and any agent, independent contractor, designee, or assignee the Credit Union may, at our sole discretion, involve in the provision of the site. “You” or “your” refers to the person using the site, including without limitation others you permit to use the site. “Account” means any one or more share or loan accounts you have with the Credit Union, or other California Coast Credit Union member accounts or accounts you have established at another financial institution through the External Account Transfer service. “Services” means any online services used by you in connection with this Agreement, including services added by a service addendum for Bill Pay, Account Alerts and External Account Transfer services or future online banking services that the credit union may offer. Electronic funds transfers (EFTs) are electronically initiated transactions through Online Banking, including Bill Pay and External Account Transfer service transactions involving your deposit accounts.

By accessing Cal Coast Online or allowing another to access your account(s) or using any services, including new services when they become available, you agree to comply with the terms in this Agreement. This Agreement may be amended at any time by us without specific notice to you, unless required by applicable law. The latest Agreement will be posted on the site and you should review the Agreement each time you access the site. In addition to this Agreement, you agree to be bound by and will comply with the applicable disclosures concerning your account (see your California Coast Credit Union Account Agreement and Disclosure, which you received at account opening), the terms of which are incorporated herein by this reference, along with our Bylaws. Should any term or condition contained in the aforementioned Disclosure conflict with a term or condition contained herein, then the term or condition contained herein shall control.

### **Consent to Do Business Electronically**

By selecting the “I ACCEPT” button below, you agree to electronic delivery of this Terms and Conditions Agreement, and subsequent disclosures, and to conduct transactions electronically with the Credit Union. Your consent applies to all transactions conducted using the site. If you do not agree with any of these terms, you should select the “CANCEL” button.

**Withdrawal of Consent**

You have the right to withdraw this consent at any time by notifying the Credit Union at (877) 495-1600. By withdrawing consent, you will not be able to conduct business electronically with California Coast Credit Union.

**Electronic Signatures**

You agree that your electronic signature is the legal equivalent of your original signature. All transactions affected by use of Cal Coast Online which would otherwise require your original signature or other authorized signature shall be valid as if signed by you in writing.

**Services**

This Agreement governs electronic access to the site and any additional online services that the Credit Union currently offers or may offer in the future. You can make inquiries, check account balances, transfer funds between your savings, checking, money market, and loan account(s), make loan and credit card payments, access your current or past e-Statements, place a stop payment, request a withdrawal or loan advance by check or request a copy of a check, transfer funds between your account and another member's account(s) with California Coast Credit Union, and transfer funds between your California Coast savings and checking account(s) and your account(s) with another financial institution. We have the right, from time to time, to introduce, remove, or replace services on this site without notice. You represent all information you provide to us in connection with the online services and your account(s) is accurate, current, and complete and you have the right to provide said information to us. You agree to maintain your account information in an up to date and current manner. You further agree not to use Cal Coast Online in any way that would 1) infringe any third party copyright, patent, trademark, trade secret, or any other proprietary rights or rights or publicity or privacy; 2) be fraudulent or involve the sale of counterfeit or stolen items, including the use of Cal Coast Online to impersonate another person or entity; 3) violate any law, statute, ordinance, or regulation; 4) be false, misleading or inaccurate; 5) create liability for us or cause us to lose the services of any third party provider; 6) interfere with or disrupt our computer network; or 7) access information that you are not allowed to receive or view.

**External Account Transfer Services**

When you enroll in External Account Transfers, you may make electronic transfers of funds between your California Coast savings or checking account(s) and an enrolled checking or savings account that you own at another financial institution. You or any persons who you have authorized to use your Online Banking, user sign on credentials including username and password, or any access code can initiate External Account Transfers to or from accounts that you have enrolled. Please refer to the External Account Transfer Service Section for additional terms regarding these transactions.

### **Cal Coast Online Access**

You access Cal Coast Online through our site using your username and password. You may access your account and other services through this site seven days a week, 24 hours a day. However, at certain times, some or all of this site may not be available due to technical problems and/or routine maintenance.

### **Equipment**

You will need the following or equivalent hardware and software to access Cal Coast Online to receive notices from us and to retain an electronic record of notices: A PC or other device that can browse the world wide web, and render web pages at 800x600 resolution; an Internet connection; a browser capable of 128-bit encryption, such as Internet Explorer 6.0 or higher (recommended); and a printer connected to your PC to print disclosures/notices or sufficient hard drive space available to save the information; Internet function requires an Internet Service Provider; local and long-distance telephone charges may apply.

You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time without notice.

### **Transactions**

Transfers between your accounts initiated by you through this site are limited to the available balance in the account or loan from which money is withdrawn. When accessing your account(s) on this site, please note that account and loan balances, and transaction history reflect current activity and balance.

### **Bill Pay**

You may make payments to third parties through our Bill Pay service. Bill Pay is a service provided by the Credit Union through a third-party vendor.

### **Fees**

There are no fees for accessing your account(s) on this site. You are solely responsible for any telephone charges, internet access fees, and other similar fees and expenses you incur by accessing your account through the site. Other fees, as described in our Service Charge Schedule, may apply to services you order online such as stop payments. To obtain a Service Charge Schedule, visit any California Coast Credit Union branch or call us at (877) 495-1600.

## **Email**

Email is available as a way for you to ask questions, or express comments or concerns regarding our services. For security reasons, you may not use email to initiate transactions on your account. The Credit Union may not immediately receive email communications you send and will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. **We will never disclose or ask you to disclose your account number or PIN via email.**

## **Electronic Statements**

Through this site, you may sign up to receive your account statements electronically online (e-Statements). This will include newsletters and regulatory materials. You must have a valid email address to sign up for e-Statements. When you sign up to have your statements delivered online, we will discontinue your statement mailing through the postal service and you will receive an email with a link to our site each time your statement is ready. If you are signed up for e-Statements and receive your statement by postal mail, it means we are having difficulty delivering your statement to the email address we have on file and you must update the email address. There is no charge to receive e-Statements. You may discontinue e-Statements at any time. To discontinue e-Statements, log onto Cal Coast Online and use the e-Statements Options menu in the e-Statements section.

## **Password**

The password you select is for the security of your account. We recommend that you frequently change your password. We recommend that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential.

Any person who you permit to use your password will be an authorized user on your account. An authorized user may transfer funds from your savings, checking, money market and loan account(s), authorize bill payments and do any transactions available using your password. You authorize us to follow any instructions entered through the site using your password. If you authorized someone else to use your password, you are responsible for all transactions that that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized. If you believe your password has been lost, stolen or that someone has accessed your account without your permission, notify us immediately by calling us at (877) 495-1600.

## **eAlerts**

Through this site, you may sign up to receive electronic email alerts (“eAlerts”). After you sign up, you will receive electronic email messages from us containing account information and activity. You must provide a valid email address to receive eAlerts. By signing up for eAlerts, you agree to the following terms and conditions:

- We may send eAlerts through your email service provider to deliver account information and activity to you with your email service provider acting as your agent in this capacity.
- eAlerts are available seven days a week, 24 hours a day. However, at certain times, eAlerts will not be available due to technical problems and/or routine maintenance.
- There is no credit union imposed service charge for eAlerts but you are responsible for any and all charges, including, but not limited to fees associated with email messages imposed by your Internet service provider and/or mobile phone service provider.
- We may introduce, remove, or replace eAlerts’ features or services at any time. We may also suspend or cancel eAlerts at anytime without notice to you. You have the right to cancel eAlerts at any time.
- eAlerts are for your convenience and do not replace access to Cal Coast Online or your monthly account statement(s), which is the official record of your account(s).
- eAlerts are not encrypted and may include personal account information and activity. You are responsible for maintaining the security of this information. We are not liable for losses or damages arising from any disclosure of account information and activity to third parties.
- The credit union will do its best to provide eAlerts in a timely manner with current information but eAlerts may be delayed or undeliverable due to a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery or accuracy of the contents of eAlerts.
- You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, costs and expenses (including reasonable attorney’s fees) arising if you provide an email address that is not your own or your violation of applicable federal, state, local law, regulation, or ordinance.
- **UNLESS OTHERWISE REQUIRED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY eALERTS. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF eALERTS. THE eALERTS SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**

### **Online Banking Limitations**

You may make funds transfers between your enrolled accounts, to other member accounts or to enrolled accounts you have with other financial institutions as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. For transfers to other member account(s), the other member must provide you with the account number. You may use this information along with the member's name to transfer funds. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Additional transfer limitations may apply to External Account Transfers. Please refer to the External Account Transfer Section of this document for additional information. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### **Authorized Users/Sub-Users**

You agree to provide each Authorized User and Sub-User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transaction or online request by placing a call to any authorized signer on your account at our discretion. We may delay any transaction or deny your access to Online Banking without prior notice if we are unable to confirm any person's authority to access Online Banking or if we believe such action is necessary for security reasons.

### **Indemnity**

To the extent permitted by applicable law, you agree to indemnify and hold us harmless from any and all third party claims, liability, damages, expenses and costs (inclusive of attorney's fees) caused by or arising from your use of Cal Coast Online or your violation of the terms and conditions contained herein.

### **Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting (Consumer Accounts Only)**

You must tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping possible losses down. A written notification should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission. If you do not tell us within two business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using the password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made using your password, or other means, you must tell us at once. If you do NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped

someone from taking the money if you had told us in time. If we can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

### **Telephone Number and Address in Event of an Unauthorized Transaction**

If you believe your password has been lost or stolen or that someone will or may use it to transfer money from your account(s) without your permission, you must telephone us at: (877) 495-1600, or write us at: CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080.

### **Business and Other Non-Personal Accounts**

The error resolution and liability provisions applicable to consumer accounts on the back of our periodic statements or with other documents you may receive from us, if any, do not apply to non-consumer accounts (e.g. Business Accounts). Business Account owners must notify the credit union immediately if they discover any unauthorized transaction or errors. We must receive written notice of and, at our request, an affidavit regarding the problem in a form satisfactory to us within a reasonable time (not to exceed 30 calendar days from the date of discovery or receipt of the first statement, report or notice reflecting the problem, whichever occurs first). If you do not notify us within these timeframes, you will be deemed to have authorized the transactions. The credit union will tell you the results of our investigation of your claim, the basis for our decision and will advise you of the action, if any, we will take.

The time available under ACH rules to reverse an erroneous or unauthorized ACH is limited. You may have to act within a 24-hour time frame. If your request for a reversal of an ACH transfer is not timely, and if we are not solely responsible for the error, and if we are unable to recover the funds from the originating business or bank, we shall have no responsibility to you.

### **Privacy Policy**

Our Privacy Policy, as it may change from time to time, is hereby incorporated by reference herein and shall be deemed a part of this Agreement for all intents and purposes. Please see our [Online Privacy Policy](#).

### **Terms and Conditions of the External Account Transfer Service**

This Agreement sets forth the additional terms and conditions for use of the External Account Transfer Service offered through California Coast Credit Union (CCCU). If the terms and conditions of this conflict with the terms and conditions contained in the Online Banking Terms and Conditions or the Electronic Funds Transfer Agreement, the terms herein shall control. By enrolling or using the External Account Transfer Service, you agree to the terms and conditions of this External Account Transfer Service Agreement.

Please read this Agreement carefully.

### **Enrollment**

By enrolling an external account, or by making a transfer using this service, you accept all the terms and conditions of this Addendum and:

- You represent that you are an owner of that External Account and are authorized by any other owners of the external account to enroll that account to make external transfers.
- You authorize CCCU to initiate credit and debit transactions on the external account entered through CCCU's Online Banking, or to correct any errors that CCCU identified in conjunction with the transfer request.

CCCU reserves the right to reject an enrollment request for any reason, including without limitation, positional fraud, or misuse. You agree to enroll only personal accounts and are aware that not all types of accounts are eligible for external account transfers. Ineligible accounts may include IRAs, certificates, trusts, custodial accounts, business accounts, corporate accounts and other types of accounts.

All External Account Transfers are subject to the rules and regulations of the other financial institution. You agree not to transfer any funds to or from an external account where the transfer would not be allowed under the rules and regulations of such accounts.

### **Services and Access**

Once you have successfully established and authenticated an external account for the External Account Transfer Service, you may use the service to transfer funds to or from your external account(s). You must provide the Credit Union with the information regarding your external account, ABA routing number, account number, name of the external financial institution, and whether the external account is a checking or savings account. By establishing an External Account Transfer, you authorize CCCU to make micro-deposits that the owner/user of the external account must verify, before CCCU will allow that account for External Account Transfer activity.

### **Acceptance**

The credit union may honor but is not required to honor External Account Transfers to external accounts if the account has non-sufficient funds to cover the transfer. CCCU may at its sole discretion:

- Honor funds transfers under the terms of any CCCU overdraft protection program you have with the Credit Union and charge any applicable fees.
- Honor the funds transfer, create an overdraft in your eligible account, and charge any applicable fees.
- Refuse to honor the funds transfer.
- Cancel any or all External Account Transfers established on your account through Online Banking.



## **Processing**

Transmissions originate from the Credit Union offices in San Diego, California. The cut-off time for processing is 6:00 p.m. Pacific Time. External Account Transfers either to or from your CCCU account initiated through Online Banking before 6:00 p.m. Pacific Time on a business day are processed the same day. External Account Transfers initiated after 6:00 p.m. Pacific Time on a business day or any External Account Transfer initiated on a non-business day will be processed on the next business day. Any scheduled External Account Transfer(s) must be cancelled/edited before 6:00 p.m. Pacific Time on the scheduled processing date. Business days are Monday through Friday. Holidays are not included. You are responsible for understanding and building into your schedule these required cut-off times for processing and any time changes associated with Daylight Savings Time.

If any External Account Transfer deposit request is returned to CCCU for any reason, the Credit Union will return the funds, within a reasonable amount of time to your account.

If any External Account Transfer debit request is rejected or returned, you authorize CCCU to collect from any of your share accounts maintained at the Credit Union including accessing any overdraft protection transfers you have established (refer to the current Service Charge Schedule for applicable fees). If funds are not available from any of your CCCU accounts, you agree to reimburse the Credit Union for the amount of the return along with any applicable service fees, collection fees, and/or legal fees.

## **Prohibited Payments**

Transfers to payees outside of the United States are prohibited and may not be issued under any circumstances. The Credit Union reserves the right to refuse any transfer and we will notify you if we are unable to perform a transfer designated by you. This notification is not required if you attempt to make a prohibited transfer or an exception transfer under this Agreement.

## **Settlement of Transfers**

Transfers to and from external accounts could take between one (1) and three (3) business days to settle. Transfers are posted to your CCCU account on the settlement day; settlement to the external account may take up to three (3) business days before funds have actually posted to the account.

## **Transaction limits**

For your security, CCCU has established limits on the amount of funds and transactions that can be transferred during any one day.

External Account Transfers will have a limit regardless of the number of eligible external accounts. Limitations on aggregate or individual transfer transaction amounts may be changed at any time without notice. We may establish limits on External Account Transfer dollar amounts from time to time. If you attempt to initiate an External Account

Transfer in excess of these limits, we may reject your request. If we permit you to make an External Account Transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times. The current daily dollar limit is displayed within Online Banking.

### **Changes to Fees or Other Terms**

CCCU reserves the right to change the fees or other terms of this Addendum at any time. Unless otherwise required by law, we may do so without prior notice to you. Refer to the current Service Charge Schedule for fees associated with External Account Transfers. In addition, you may be charged fees by the external financial institution. Such amendments shall become effective as stated on any notice sent to you.

### **Use of Services**

As a condition to using External Account Transfers, you agree that you are solely responsible for the use of the service and that you will use the service in accordance with this Agreement. You agree it is your responsibility to ensure you enter valid and correct external account information. External Account Transfers sent to invalid or incorrect account numbers may not be recoverable and the Credit Union is not responsible for returning funds due to an unrecoverable External Account Transfer error. You agree that you will not attempt to circumvent the security features of Online Banking or the External Account Transfer Service, make any improper or unauthorized transfer of funds and that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of Online Banking and this service as well as accessing or using Online Banking or this service in any other unauthorized manner.

You agree to be liable to the Credit Union and its vendors, for any claims, losses, liabilities, damages, expenses, or costs arising as a result of the negligent or intentional misuse of External Account Transfers or Online Banking by you or your authorized users. You are prohibited from using the services for any activity that:

- Would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations.
- Knowingly accepts restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling).
- Directly or indirectly relates to the use of the service that is illegal or fraudulent.

YOU FURTHER AGREE THAT CCCU SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH EXECUTING YOUR TRANSFER REQUEST TO ANOTHER PERSON'S ACCOUNT AT SUCH FINANCIAL INSTITUTION OR YOUR RECEIPT OF FUNDS FROM SUCH FINANCIAL INSTITUTION; (2) ANY CHARGES IMPOSED BY ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH CCCU'S EXTERNAL TRANSFER SERVICE

TRANSACTIONS; AND (3) ANY TRANSFER LIMITATIONS SET BY ANOTHER FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED.

IN NO EVENT SHALL CCCU BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH YOUR CCCU EXTERNAL TRANSFER SERVICE TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT OR PROHIBITED BY APPLICABLE LAW, CCCU AND ITS DIRECTORS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. CCCU MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CCCU EXTERNAL TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CCCU EXTERNAL TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY CCCU FROM ANY FINANCIAL INSTITUTION HOLDING AN ACCOUNT INTO WHICH YOU HAVE REQUESTED A TRANSFER OR FROM WHICH A TRANSFER TO YOUR ACCOUNT HAS BEEN REQUESTED OR THAT THE CCCU EXTERNAL TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

### **Termination of Service**

Termination of the External Account Transfer may be requested by you, or by any other owner presenting ownership of that external account. This Addendum will continue to be in effect for any transactions that cannot be cancelled at the time of your termination. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

CCCU reserves the right to terminate any access to this service immediately should you breach any part of this agreement or of the Membership and Account Agreement. The Credit Union may remove any or all enrolled external account(s) for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction returns, or any other unauthorized access to this service. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

## Terms and Conditions of the Bill Pay Service

### Service Definitions

- "Service" means the Bill Pay service offered by a third-party vendor through California Coast Credit Union.
- "Agreement" means these terms and conditions of the bill payment service.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "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, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### Payment Authorization and Payment Remittance

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. 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; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

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

### **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

### **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature, the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each

electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Password and Security**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your

password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (877) 495-1600 during customer service hours.

### **Your Liability for Unauthorized Transfers**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell 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 or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell 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 told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **Errors and Questions**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at (877) 495-1600; and/or
2. Write us at:
- 3.

California Coast Credit Union  
P.O. Box 502080  
San Diego, CA 92150-2080

If you think your statement is incorrect or you need more information about a Service 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 and Service account number;
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 Payment Account within ten (10) Business Days for the amount you think 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 Payment Account. 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. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **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 transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission.

### **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **Alterations and Amendments**

This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves 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. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at (877) 495-1600; and/or
2. Write us at:
- 3.

California Coast Credit Union  
P.O. Box 502080  
San Diego, CA 92150-2080

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**Biller Limitation**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

**Information Authorization**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

**Disputes**

In the event of a dispute regarding the Service, you and the Service 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 the Service, which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**Assignment**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**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.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE CALIFORNIA COAST CREDIT UNION'S (AND ANY THIRD PARTY VENDOR PROVIDING THE SERVICE ON THE CREDIT UNION'S BEHALF) ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE CREDIT UNION OR THIRD PARTY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.