

# Mobile Banking Terms and Conditions Agreement

California Coast Credit Union (Cal Coast, we, us) maintains Mobile Banking as a service to members (you, your). This Mobile Banking Terms and Conditions Agreement (“Agreement”) governs use of Cal Coast’s Mobile Banking. Please read this Agreement carefully. We invite you to print a copy of this Agreement and retain it for your records. You may request that a copy of this Agreement be mailed to you by calling (877) 495-1600. In this Agreement, Cal Coast outlines your obligations to us and our obligations to you as a user and provider of the Digital Platforms, respectively.

By using Mobile Banking, you agree to the following terms. We may amend this Agreement (including applicable fees and service charges) from time to time, in our sole discretion. In the event we do so, we will notify you by sending you written notice by electronic mail or by regular mail, or by posting the updated terms. Your use of Mobile Banking after we have made such changes available will be considered your agreement to the change. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of Mobile Banking. In addition to this Agreement, you agree to be bound by and will comply with the applicable disclosures concerning your account (i.e., California Coast Credit Union Online Agreement, Membership and Account Agreement, Funds Availability Policy Disclosure, Electronic Fund Transfers Agreement & Disclosure, and the Truth-in-Savings Disclosure), which includes our privacy notice, which you acknowledge receipt of and are incorporated herein by this reference.

## Use of Mobile Banking

We may modify Mobile Banking and any related services at any time. In the event of a modification, you are responsible for making sure that you understand how to use Mobile Banking. We are not liable to you for any losses caused by your failure to properly use Mobile Banking.

## Termination

We reserve the right to terminate the Service at any time without notice to you.

## Enforcement

You authorize us to deduct any liability, loss, or expense incurred by us resulting from any dispute involving your accounts or services from your account without prior notice to you.

## Service Cancellation

Mobile Banking may only be cancelled by cancelling Cal Coast Online. You may cancel Cal Coast Online by calling us at (877) 495-1600 or visiting any California Coast Credit Union branch. After cancelling Online, you may not access Mobile Banking. However, we may (but are not obligated to) immediately discontinue making previously authorized transfers. You may reestablish Cal Coast Online access at any time after cancelling.

We reserve the right to temporarily suspend Mobile Banking access, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of Mobile Banking does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to Mobile Banking and does not terminate your other relationships with us. In addition, you will keep your account(s) with us open until final payment with respect to all outstanding items, will maintain funds in such account(s) in amounts for a period of time determined by us in our reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees, and other obligations.

If any such liabilities exceed the amount in the applicable account, we may charge such excess against any of your other accounts with us, and you will pay immediately upon demand to us any amount remaining unpaid.

## Mobile Banking Services

We have the right, from time to time, to introduce, remove, modify, or replace Mobile Banking features or services without notice. You may use Mobile Banking to:

- Locate California Coast Credit Union branch and shared branch locations;
- Locate ATMs;
- Check balances and transaction history;
- Transfer funds between your savings, checking, money market, and loan accounts;
- Deposit items via Mobile Deposit; and
- Make single, one-time bill payments through the mobile app.

## **Fees**

There are no credit union fees for accessing your account through Mobile Banking. However, all other fees associated with your accounts as described in our *Service Charge Schedule* apply. You are solely responsible for any mobile phone or text messaging charges, internet access fees, and other fees and expenses you incur by accessing your account through Mobile Banking. Check with your Mobile Service Provider.

## **Security**

You are responsible for obtaining, installing, maintaining and operating all Systems necessary for you to access and use Mobile Banking. You are additionally responsible for obtaining Internet services via the Internet Service Provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You acknowledge that you are responsible for the data security of the Systems used to access Mobile Banking, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to use and access Mobile Banking for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Services in any manner so as to interfere with the operation of Mobile Banking.

Once you have registered for Mobile Banking, your mobile device may be used to obtain information about your accounts and make transfers between your accounts. You are responsible for maintaining the security of your mobile device and, except as otherwise provided in this Agreement, you are responsible for all transfers made using your mobile device. Although Mobile Banking will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking.

You further understand the importance of your role in preventing misuse of your accounts through the Mobile Banking and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information.

Notwithstanding our efforts to ensure that Mobile Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Mobile Banking or e-mail transmitted to and from us, will not be monitored or read by others.

## **Transaction Limitations**

We may limit the dollar amount or the number of transfers from your account. Please consult your Cal Coast Online Agreement and Disclosure, Membership and Account Agreement, Funds Availability Policy Disclosure, Electronic Fund Transfers Agreement & Disclosure, and the Truth-in-Savings Disclosure.

## **Our Liability**

If we do not complete a transaction to or from an account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable under conditions like this (The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable and is not intended to list all of the circumstances where we would not be liable):

- Your error;
- If, through no fault of ours, your account does not contain sufficient funds to make the Transfer or payment and the Transfer or payment would exceed any credit line or any overdraft for such account;
- Your operating system or software was not functioning properly at the time you attempted to initiate such Transfer or payment, and it was evident to you at the time you began the Transfer or Bill Payment. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like;
- Your failure to comply with these Terms and Conditions or the underlying account agreement and disclosure;
- The Payee or, for Bill Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or Transfer sent by Bill Payments and Transfer; and
- You have not provided complete or correct information.

## **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.

## **Access**

Your mobile phone must be text messaging-enabled or must have the ability to download a mobile banking application or access the Internet. You may access your account and other services through Mobile Banking seven days a week, 24 hours a day. However, at certain times, some or all of Mobile Banking may not be available due to technical problems and/or routine maintenance.

We do not guarantee that your mobile phone/mobile service plan (equipment) will be compatible with our Mobile Banking. You are responsible for understanding the operation and maintenance of your equipment. We are not responsible for any errors or failures related to your equipment. We are not responsible for or liable for any indirect, incidental, special, or consequential damages that may result from harmful hardware or software components on equipment or liable if sensitive information accessed via Mobile Banking is intercepted by a third party.

We are not responsible for errors, delays, or inability to access Mobile Banking caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with Mobile Banking nor are we responsible under any circumstances for any damage to your equipment.

You agree to comply with all applicable laws, rules, and regulations in relation with Mobile Banking. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

### **Activation**

Your Mobile Banking will be activated only after successful authentication of your mobile phone and/or mobile phone number. The decision to require multiple authentication methods is strictly at our discretion.

### **Location Information**

When you use location-enabled Mobile Banking, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may use location information we collect in order to protect against actual or potential fraud.

### **Text and Alert Mobile Banking Service**

There is no service fee for the Texts and Alert Mobile Banking services, but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your Communications Service Provider.

### **Mobile Bill Payment Service**

You and anyone else you authorize to access or use the Mobile Bill Payment Service must abide by Cal Coast's rules, regulations, policies, and procedures, including any amendments made from time to time. You may schedule a one-time payment to anyone in the U.S. using your smart phone. You agree that payments made using the Mobile Bill Payment Service are the same as those made using paper checks, drafts, transfers, or online payments and are bound by the same rules, regulations, state, and federal laws.

### **Mobile Deposit**

By using Mobile Deposit ("Mobile Deposit") offered by us or clicking the electronic signature "acceptance" below, you and any joint owners or authorized users, jointly and severally, agree to the terms of this Agreement, including the following terms and conditions:

#### **Mobile Deposit Capture Process**

You will scan checks or drafts ("items") with an image capture device creating an electronic image and you will transmit an electronic file of such electronic images that we will deposit to your account. Our processing agent shall perform an image quality assessment of scanned items and shall convert items meeting our required standards into substitute checks; as such term is defined in the Check Clearing for the 21st Century Act ("Check 21") and Federal Reserve Board Regulation CC, to facilitate the deposit and collection of such items. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

#### **Funds Availability**

You agree that items transmitted using Mobile Deposit are subject to a two-business day (exclusive of weekends and federal holidays) check hold at the time of deposit. If it is necessary to extend the check hold longer than two (2) business days, we will tell you when the funds will be available.

They will generally be available no later than the seventh (7th) business day after the day of your deposit. In certain circumstances, we may make all or a portion of your funds available immediately. You can review your available balance Online or through Mobile Banking to determine if a check hold was placed. Acknowledgment of receipt or delivery does not constitute an acknowledgment by us that the transmission of an item does not contain errors.

## **Deposit Limits**

We may establish limits on Mobile Deposit 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. The current daily dollar limit is displayed on the mobile device. In addition, the current monthly dollar limit is \$15,000 per any thirty (30) consecutive calendar day period. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

## **Processing Account**

You will designate your savings or checking account as the processing account to be used for the purposes of crediting, in aggregate, the financial transactions requested in connection with Mobile Deposit. Certain accounts are not eligible as processing accounts. We shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of using Mobile Deposit.

## **Responsibility for Scanning**

You are solely responsible for scanning deposit items and accessing Mobile Deposit from us.

## **Deposit Requirements**

You agree that you will only use Mobile Deposit to deposit checks drawn on financial institutions within the United States, excluding its territories. Checks drawn on foreign financial institutions are not eligible. You will deposit checks not falling within these requirements in person, using a night drop facility or by U.S. Mail. You agree to restrictively endorse any item transmitted through mobile deposit. The endorsement must include "For Mobile Deposit Only at California Coast Credit Union" handwritten below your signature and account number in the endorsement area on the back of the check, or the deposit may be rejected. You agree to follow any and all other procedures and/or instructions the credit union may establish from time to time.

## **Check Retention & Destruction**

You agree that all items belong to you and not to us and that those items shall be handled in accordance with this Agreement. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify reconciliation and credit or to balance periodic statements, but in no case beyond fourteen (14) business days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via Mobile Deposit) and (ii) unauthorized use of information derived from the original checks. You understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures for the original checks. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process (e.g., through the use of competent shredding equipment) and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

## **Presentment Prohibition**

You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any substitute check that has already been presented for deposit via Mobile Deposit, or (ii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit. In the event that you or any third party, presents, or attempts to present, a deposit in violation of this Subsection, you agree to defend, indemnify, and hold us and our agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items that are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by us from any other deposit accounts with us in our sole discretion. You further acknowledge that you and not

we are responsible for the processing and handling of any original items that are imaged and deposited utilizing Mobile Deposit and you assume all liability to the drawer of any item imaged using Mobile Deposit or liability arising from our printing of any substitute check from those images.

### **Your Representations and Warranties**

You represent and warrant:

- That you will comply with all applicable federal and state laws, and rules and regulations, including those of the National Automated Clearing House for ACH transactions;
- That all checks scanned through Mobile Deposit are made payable to you;
- That all signatures on each check are authentic and authorized; and
- That each check has not been altered.

You further authorize us to charge your account for the amount of any such demand, claim, or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

### **Financial Responsibility**

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with using Mobile Deposit. We shall not be liable in any manner for such risk unless we fail to follow the procedures described in materials for use of Mobile Deposit. You assume exclusive responsibility for the consequences of any instructions you may give to us, for your failure to access Mobile Deposit properly in a manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

### **Member's Duty to Report Errors**

You shall notify us of any errors, omissions, or interruptions in, or delay or unavailability of, Mobile Deposit or a breach of security procedures as promptly as practicable, and in any event within one business day after the earliest of discovery thereof.

### **Account Reconciliation**

You will verify and reconcile any out-of-balance condition, and promptly notify us of any errors (exclusive of weekends and applicable holidays) within 60 days after receipt of your statement from us. If notified within such period, we shall correct and resubmit all erroneous files, reports, and other data at our then standard charges, or at no charge, if the erroneous report or other data directly resulted from our error.

### **Our Obligations**

#### **Financial Data**

We agree to transmit all the financial data under our control required to utilize Mobile Deposit and to act on appropriate instructions received from you in connection with Mobile Deposit. We shall exercise due care in seeking both to preserve the confidentiality of your number, password, test key, or other code or identifier and to prevent the use of Mobile Deposit by unauthorized persons (and in this connection it is understood and agreed that implementation by us of our normal procedures for maintaining the confidentiality of information relating to our members, shall constitute due care) but shall not otherwise be under any liability of any kind for any loss incurred or damage suffered by you by reason of any misuse or unauthorized use of Mobile Deposit or disclosure of any confidential information of yours.

#### **Exception Items**

When we review and process your electronic check, we may reject any electronic image that we, in our sole discretion, determine to be ineligible for Mobile Deposit including, without limitation, items drawn on U.S. Banks in foreign currency, electronic images that are illegible, electronic images of items previously processed or converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that you shall only deposit Exception Items to your accounts by depositing the original item on which the Exception Item

is based. You acknowledge and agree that even if we do not initially identify an electronic image as an Exception Item, the substitute check created by us there from may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to us.

### **Hardware and Software**

In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware, and software as specified by us from time to time. We are not responsible for any third party software you may need to use Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

### **Service Warranty**

You understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. We and our agents may, but shall have no obligation, to screen items or substitute checks for legal compliance.

### **Performance**

You acknowledge and agree that we shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by us in performing Mobile Deposit, in accordance with or unintentional deviation from the terms and conditions of this Agreement, including exhibits or addenda. You acknowledge that our systems and procedures established for providing Mobile Deposit are commercially reasonable. Maintenance of Mobile Deposit or any related services may be performed from time-to-time resulting in interrupted service, delays, or errors in Mobile Deposit or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY MOBILE BANKING. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR MAINTENANCE OF MOBILE BANKING. OUR LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF US RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU FOR MOBILE BANKING RESULTING IN SUCH LIABILITY IN THE TWO MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

MOBILE BANKING IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF MOBILE BANKING (INCLUDING WITHOUT LIMITATION THAT MOBILE BANKING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE).

### **Force Majeure**

We shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or any failure to perform our responsibilities hereunder due to causes beyond our reasonable control.

### **User Conduct/Indemnification**

You agree not to and you agree to ensure that your employees do not use Mobile Banking or the content or information delivered through Mobile Banking 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 gambling, involve the sale of counterfeit or stolen items or use Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or cause

us to lose (in whole or in part) the services of any third party providers; (f) be defamatory, trade libelous, threatening or harassing (g) may potentially be perceived as obscene or pornographic or contain child pornography or racially, ethnically or otherwise objectionable; (h) interfere with or disrupt computer networks or infect the computer networks with viruses; (i) interfere with or disrupt the use of Mobile Banking by any other party; (j) use Mobile Banking in any manner to gain unauthorized entry or access into our computer systems; or (k) resell or make any commercial use of Mobile Banking.

### **Indemnification**

You agree to indemnify, defend, and hold us and our employees harmless (by counsel of our choosing) from and against every claim, demand, action, cost, loss, liability, cause of action of third parties, and expenses (including without limitation attorneys' fees) relating to our provision of or your use of any of Mobile Banking which we incur by (a) acting in accordance with this Mobile Banking Terms and

Conditions Agreement or as a result of your failure to abide by its terms, (b) your breach of any representation or warranty herein, (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Mobile Banking; (d) the actions, omissions or commissions of you, your employees, consultants and/or agents relating to Mobile Banking; and (e) any transmission or instruction, whether or not authorized, acted upon by us in good faith. This paragraph shall survive termination of this Agreement.

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

If you believe that your mobile device has been lost or stolen or that someone will or may use it to access your account without your permission write us at CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080, call us at (877) 495-1600, or visit any California Coast Credit Union branch.

### **Disputes**

In the event of a dispute regarding Mobile Banking, you and we agree to resolve the dispute by looking to this Agreement and the Membership and Account Agreement terms are incorporated herein.

This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree to submit to the personal jurisdiction of the courts of the State of California.

### **No Waiver**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of us 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.

### **Entire Agreement**

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

### **Notices**

Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.

### **Collection of Your Personal Information**

We collect information for the purpose of providing our users with valuable products and services and use the information collected to improve these products and services. For purposes of this Policy, "Personally Identifiable

Information” means information that identifies you individually, such as your name, address, phone and fax numbers or email address. When you register to use the Services, you will be asked for basic registration information, such as your name, email, phone number, age, gender, and zip code. We may request additional personal information from time to time in order to provide you with other benefits of the Services. In all such instances, you will be given the option to decline to provide that information.

For security and analytic purposes, we store information based on your interactions through the Services. The Services automatically logs many of the details regarding all visits and requests to our web servers. This can include the browser type, cookie information, page requested by a visitor, and the visitor’s IP address. None of this information is personally identifiable. This information is used to help improve the Services, analyze trends, and administer the Services. We aggregate such tracking data so that no such data is tied to you in any personally identifiable manner, however, due to the nature of the Internet, this is not always absolute, and in some instances, tracking data may be traceable back to you.

Analytics are collected on the Services in order to allow us to count the number of hits we receive to our Services as well as to further explore statistically the actions of our users, such as what pages have the highest traffic so as to better improve our product offerings. These tracking technologies gather information on an aggregate level and are not tied to users’ Personally Identifiable Information.

### **Use of Your Personally Identifiable Information**

Cal Coast is committed to the security of user information; as such, we implement privacy and security standards to guard against identity theft and unauthorized access to your information. We regularly monitor and re-evaluate our privacy and security policies and adapt them as necessary to deal with new conditions. Subject to the *Business Transfers* Section below, Cal Coast does not and will not sell your Personally Identifiable Information.

We use and disclose your Personally Identifiable Information only as follows:

- When you expressly give us permission;
- With your financial institution from which you signed up for the services, where applicable;
- To analyze and improve the services;
- To deliver to you any administrative notices and communications relevant to your account and/ or your use of the services;
- In a restricted manner to parties who perform services for us and are bound by these same privacy restrictions;
- When required by law, or as necessary to comply with any applicable law, regulation, legal process, governmental request or court order;
- To enforce our terms and or this policy, including investigation of potential violations thereof;
- To detect, prevent, or otherwise address fraud, security or technical issues;
- To protect against harm to the rights, property or safety of Cal Coast, its users or the public as required or permitted by law;
- To respond to an emergency; and
- As otherwise may be set forth in this policy.

Where necessary, we may be legally obliged to disclose information as it pertains to any actions of a criminal or fraudulent nature. We reserve the right to disclose information to government agencies where necessary in complying with a formal request such as in a civil suit, subpoena, court order, or judicial proceeding. In addition, the violation of our Terms or the committing of a crime may necessitate the disclosure of the violator’s Personally Identifiable Information.

Cal Coast may compile information that is not personally identifiable to a user such that it does not (i) contain any Personally Identifiable Information, or (ii) reveal your specific identity or relate directly to you, such as aggregated data compiled from a larger dataset, de-identified or demographic statistical data. Such data may be used by us and our third-party providers to conduct certain analytical research, marketing, performance tracking and benchmarking. We

may publish summary or aggregate results relating to metrics comprised of such data and distribute or license such anonymous, aggregated data for various purposes, such as to help improve products and services and to assist in troubleshooting and technical support.

## **Security**

We use industry-accepted standards, protocols, and precautions to protect your Personally Identifiable Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain physical, electronic, and procedural safeguards for your Personally Identifiable Information, including using firewall barriers, encryption techniques, authentication procedures, SSL (secure socket layer) encryption, and physical safeguards. In addition, because Internet communication may be unsecure, it is also possible that the information you supply to us or your access of any information via the Services may be intercepted during transmission. WE CANNOT BE LIABLE FOR BREACH OF OUR SYSTEMS OR INTERCEPTION OF OUR TRANSMISSION AND, FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PROVIDED UNDER LAW, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING, OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR USE OF THE SERVICES.

You are responsible for maintaining the security and confidentiality of your password together with your login ID/email address that allows you access to the Services. We recommend creating an alphanumeric password at least 6 characters long combining both upper and lower case letters. Never write this password down and do not share it with others. If you access the Services via partner integration, you may not have a human readable password assigned to you. This authentication process is implemented by our partners and is required to comply with all Cal Coast security standards.

## **Cookies**

When you use the Services, we want the experience to be as rewarding as possible. As with most online businesses, Cal Coast logs information about user access to and the use of the Services. When you utilize the Services, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent using the Services. Cal Coast may use this information, for example, to alert you to software compatibility issues, or it may be analyzed to improve the Services.

We employ the use of cookies on the Services to keep track of user preferences as well as to monitor traffic and usage. "Cookies" are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer's hard drive to recognize the user. A cookie also assists in keeping you logged into your Cal Coast account. Cal Coast may also employ the use of pixel tags from time to time to help better understand Site traffic and improve user preferences for a better user experience. (Pixel Tags refer to clear gifs, and web beacons, which are 1x1 images, set on web pages to track page traffic.) Most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer. Please note, however, that if you choose to restrict the use of cookies, the full functionality of the Services may be impaired.

From time to time we may also employ the services of third-party agents to help us analyze certain online activities and to gather and track aggregate statistical information on the Services on our behalf. The third parties may employ cookies and web beacons to this end. While we do not have control over these cookies, and the use of third-party cookies is not governed by this Policy, this aggregated information is not tied to users' Personally Identifiable Information and the only intended use is to improve the Services and troubleshoot inconsistencies.

## **Location Data**

Cal Coast offers location-enabled services, such as MoneyMobile. If you use those services, Cal Coast may receive information about your actual location (such as GPS signals sent by a mobile device or information that can be used to approximate a location (such as a cell ID)).

## **Email Services**

For your convenience, we may offer the option of using email notifications, news updates, and account information via email. All mailings include an opt-out option. An email may be automatically sent to the user following account registration. You may opt out of receiving these emails within the “Settings” menu in the Services.

## **Advertisers and Third Parties**

This Policy only applies to the Services. While the Services may link to other websites, Cal Coast does not exercise control over the websites maintained by any third parties even if related to the Services or the cookies included in advertisements served on the Services. If you choose to use these other websites, use third-party products or services, disclose information to third-party providers or grant them permission to collect information about you, then their use of your information is governed by their privacy policies. To clarify, Cal Coast does not accept responsibility for the services, actions and policies of third-party websites you access, either with regard to the Personally Identifiable Information you provide to them, or which you authorize Cal Coast to give to them, or which they obtain through your use of their websites. You should be careful to review any privacy policies posted on third-party websites before signing up with or using them.

We may use third-party service providers to help us conduct or analyze certain activities within the Services, including auditing the security of our systems. As an example, we may use a third party to help us analyze a user’s use of the Services in order to improve the user’s experience and the Services. We provide these agents limited access to Personally Identifiable Information only as necessary for them to perform the services. We do not authorize these agents to use this information for any purpose other than to assist us in their contracted role.

In addition, we may disclose Personally Identifiable Information to certain third parties if you have requested or authorized the disclosure of such Personally Identifiable Information.

## **Communications**

You agree that we may send you information related to Mobile Banking through your Communication Service Provider and that your Communication Service Provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you information related to the Mobile Services, including but not limited to, information about your applicable account or card. You understand and agree these services may not be encrypted and may include personal or confidential information about you, such as your account activity or status. Delivery and receipt of information, including Instructions for Bill Payment, Transfer and/or other move money transactions through Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet Service Provider(s), Communication Service Provider(s) or other parties, or because of other reasons outside of our control. You also understand that there may be a disruption in service when you change your Communication Service Provider.

## **Note to International Users**

By using the Services, you agree and acknowledge that the Services are hosted in the United States. If you are attempting to access the Services from a physical location outside the United States with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Services, which is governed by U.S. law and this Policy, you are transferring your Personally Identifiable Information to the United States and you consent to such transfer and the terms and conditions of this Policy, including the application of the laws of the United States as further set forth below.

## **Choice of Law and Forum for Disputes**

You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Policy. To the extent that this Policy conflicts with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. You agree that any claim or dispute of any sort that might arise between you and Cal Coast, its officers, directors, employees, agents, or affiliates related to this Policy must be brought in San Diego County or Riverside County, California, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue.

## **How to Contact Us**

You may call us at (877) 495-1600 or you may write to us at CALIFORNIA COAST CREDIT UNION, P.O. Box 502080, San Diego, CA 92150-2080.

## **PayItNow Terms and Conditions Agreement**

This California Coast Credit Union (Cal Coast) PayItNow Terms and Conditions Agreement ("Agreement") states the terms and conditions that govern your use of PayItNow ("PayItNow" or "Service"). The terms "Cal Coast", "Credit Union", "us", "we", or "our" mean California Coast Credit Union, or any affiliate, agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of PayItNow. "You" or "your" means (1) an individual or entity that is the owner of an account or (2) an authorized signer on an account who has authority to effect transactions on such account.

When you use or access, or permit any other person(s) or entity to use or access PayItNow, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on [calcoastcu.org](http://calcoastcu.org) or within PayItNow site(s).

Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of PayItNow. Your use of PayItNow after we have made such changes available will be considered your agreement to the change.

We grant to you, for your personal use, a nonexclusive, limited, and revocable right to access and use PayItNow. You agree not to use PayItNow for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of PayItNow without our prior written consent. You agree that you will not use this Service for transactions that are prohibited under this Agreement as more specifically set out later in this disclosure.

## **General Terms Applicable to PayItNow**

### **Eligible Account**

In order to use PayItNow to send money, you must have one or more eligible Cal Coast Accounts. You must be signed up for our "Mobile Banking" access in order to use PayItNow. Payment recipients must enter their personal banking account information to receive funds.

### **Statements**

All of your transfers made through PayItNow will appear on the statement for your Account, which you will receive on a monthly basis unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

### **Cutoff Times**

Any Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or your mobile device.

### **Calls to You**

By providing us with your telephone number, including a wireless or cellular telephone number, you agree to receive automated calls, including P2P text, autodialed and prerecorded message calls related to PayItNow and your Cal Coast Accounts at that number.

## **Termination of PayItNow**

We may terminate or suspend PayItNow or this Agreement, or terminate, suspend, or limit your access privileges to PayItNow, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access PayItNow for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

## **Sending Money**

### **Eligible Accounts**

To use PayItNow to send money, the sender must maintain at least one eligible Cal Coast checking or savings account, and the recipient must input personal banking account information. You may transfer funds up to your available balance, subject to the transfer limits set forth below. Not all types of accounts are eligible for Transfers. We are not responsible for any costs or losses incurred from Transfers that are not permitted under such restrictions by the provider of the account or those imposed by applicable law.

### **Transfers from Your Cal Coast Account**

If you use PayItNow to send money, you authorize us to withdraw funds from your designated *Pay From Account* for all transfers of funds that you initiate through PayItNow and you agree to have sufficient available funds in your *Pay From Account* for each such transfer you request until the transfer is Completed or Cancelled. We will not be obligated to make any transfer you may request unless there are sufficient available funds in the *Pay From Account* to cover the transfer. If there are insufficient available funds to cover a transfer, we will not retry the transaction and will immediately reject the transfer. Transfers from Cal Coast Accounts will be funded from your *Pay From Account* when you submit the Transfer request.

### **Joint Accounts**

If any of your accounts accessed under this Agreement are joint accounts, all joint owners, shall be bound by this Agreement, and, alone and together, shall be responsible for all Transfers to or from any share, share draft, savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any transaction on any account from any joint account owner.

### **Availability of Funds**

The recipient has ten (10) calendar days to accept the funds, after being notified, before the transaction is cancelled. After successfully completing the steps to accept the transfer, the funds are available to the recipient in one (1) to two (2) business days.

### **Transfer Limits:**

- Maximum transfer amount - \$1,000 per transaction
- Daily transfer limit - \$1,000 per day
- Monthly transfer limit - \$10,000 in any 30-day period

### **Submitting Your Transfer**

When you submit a transfer using PayItNow, you agree to be bound by and pay for that transfer.

Pay attention to the details of the transfer, including the recipient's name, email address, telephone number, and the transfer amount.

Do not submit a transfer unless you are ready to pay, because all transfers are final.

### **Prohibited Transfers**

You are responsible for complying with all applicable laws in all of your actions related to your use of PayItNow, regardless of the purpose of the use. In addition, you may not use this Service for the following Prohibited Activities. We may suspend or revoke your access to this Service if you do not adhere to these terms. You may **NOT** use PayItNow for activities that:

- Violate any law, statute, ordinance or regulation;
- Relate to sales of (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (iv) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (v) items that are considered obscene, (vi) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (vii) certain sexually oriented materials or services, (viii) ammunition, firearms, or certain firearm parts or accessories, or (ix) certain weapons or knives regulated under applicable law;
- Relate to transactions that (i) show the personal information of third parties in violation of applicable law, (ii) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (iii) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are for the sale of certain items before the seller has control or possession of the item, (v) are by payment processors to collect payments on behalf of merchants, (vi) are associated with the following activities: the sale of traveler's checks or money orders, currency exchanges or cash checking, or (vii) provide certain credit repair or debt settlement services; government agencies to have a high likelihood of being fraudulent; and
- Violate applicable laws or industry regulations regarding the sale of (i) tobacco products, or (ii) prescription drugs and devices that involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate mechanism, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.

## **Fees Related to PayItNow**

### **Overdraft Fee**

If we process a transfer in accordance with your instructions that overdraws your Cal Coast Account, we may assess a fee for any such overdraft in accordance with the terms of your Account Agreement.

### **Failed Funding Fee**

Currently, we do not charge a Failed Funding Fee.

### **Other Fees or Charges You May Incur**

You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with PayItNow.

### **Changes**

Fees are subject to change from time to time upon notice to you as may be required by law.

### **Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF PAYITNOW, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET

SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF PAYITNOW IS AT YOUR SOLE RISK AND THAT PAYITNOW AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT PAYITNOW WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO PAYITNOW AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **Additional Terms**

### **Accounts**

You understand that in order to complete Transfers, it is necessary for us and our service provider to access the websites and databases of your financial institutions where you hold accounts, as designated by you and on your behalf, to retrieve information and effect the Transfers you request. By using PayItNow, you represent and warrant to us that you have the right to authorize and permit us to access your accounts to effect such Transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us is true, current, correct, and complete. You hereby authorize and permit us and our service provider to use information submitted by you to accomplish these purposes and to configure PayItNow to be compatible with the accounts.

For as long as you are using the Service, you give us and our service provider a limited power of attorney and appoint us and our service provider as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the accounts, effect Transfers, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to accounts, as fully to all intents and purposes as you might or could in person. Once we and/or our service provider has actual knowledge that you wish to cease using the Service as provided in this Agreement and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with any other account provider is independent of us and your use of the Service. We will not be responsible for any acts or omissions by any financial institution or other provider of any other account, including without limitation any modification, interruption or discontinuance of any account by such provider.

### **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the funds you send or receive:

- As necessary to complete transactions;
- In connection with the investigation of any claim related to your account or the funds you send or receive;
- To comply with government agency or court orders, or other legal requirements;
- In accordance with your written permission; and
- As otherwise permitted by the terms of our privacy notice.

## **Mobile Services**

Your use of PayItNow may include access to some products and services through a mobile device ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address, or other delivery location so that we may send you information related to the Mobile Services. Additionally, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state, or local law, regulation, or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

The Mobile Services are provided for your convenience and do not replace your account statement(s), which are the official record of your accounts. You understand and agree that these Mobile Services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer, and other money movement transactions through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services, or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer, and payment information, may differ from the information that is available directly through Cal Coast online services and Site(s) without the use of a mobile device. Information available directly through Cal Coast online services and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither our service providers nor we will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

## **Computer Equipment - Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use PayItNow. This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and, for any associated communications service provider charges. You acknowledge that there are security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access PayItNow, and for the transmission and receipt of information using such Systems. You acknowledge that you are using PayItNow for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may

download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

### **Passwords**

We may at our option change the parameters for the password used to access and use PayItNow ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access PayItNow. To prevent unauthorized access to your accounts and to prevent unauthorized use of PayItNow, you agree to protect and keep confidential your account number, PIN, Username, Password, or other means of accessing your accounts via PayItNow. The loss, theft, or unauthorized use of your account numbers, PINs, Usernames, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft.

If you disclose your account numbers, PINs, Usernames, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use PayItNow or to access or use your account numbers, PINs, Usernames, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity.

### **Credit Union Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction;
- If you used your access code in an incorrect manner;
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction;
- If the money in your account is subject to legal process;
- If funds in your account are pledged as collateral or frozen because of a delinquent loan;
- If the error was caused by any electronic terminal, telecommunication device, or any part of the online banking electronic funds transfer system is not working properly and you knew about the problem when you started the Transfer; and
- If you have not properly followed the on-screen instructions for using the Service.

### **Notices**

You agree that by using PayItNow, all notices or other communications which we may be required to give you arising from our obligations under this Agreement may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law including, but not limited to, posting it on our website. By using PayItNow, you are confirming your agreement to receive electronic communications as described above.

### **New Feature(s)**

We may, from time to time, introduce new features to PayItNow, modify, or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

### **Other Agreements**

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this Service or products which may be accessed via this Service, including, but not limited to, any deposit agreements that apply to your Cal Coast Account, and with all applicable State and Federal laws and regulations. Such agreements and requirements are incorporated herein by this reference. In the event of a

conflict between the terms of this Agreement and any applicable Cal Coast Account agreements with us, the terms of this Agreement will control except as may be otherwise stated herein.

### **Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to PayItNow provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

### **Binding Arbitration**

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO PAYITNOW ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THE DEPOSITORY AGREEMENT GOVERNING YOUR CAL COAST ACCOUNT.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

### **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using PayItNow and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of PayItNow or the use of PayItNow by anyone using your account number, PIN, Username or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

### **Records; Communications**

Our records shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via PayItNow or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast, and posting.

### **Choice of Law/Successors; Waiver; Severability**

This Agreement and its enforcement shall be governed by the laws of the State of California, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. Laws of the applicable account agreements shall govern the account, products, and services accessed via PayItNow.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part 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.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### **Cal Coast Account Information**

Any Cal Coast Account information provided to you as part of PayItNow is not the official record of your Cal Coast Account or its activity. Your Cal Coast Account statement, furnished to you by us in accordance with the terms of the Account Agreement governing your Cal Coast Account, will remain the official record. PayItNow information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

### **Definitions**

As used in this Agreement, the following terms have the following meanings:

- Business Day refers to Monday through Friday, excluding federal holidays.
- Cancelled means a transfer was sent and has been cancelled.
- Cal Coast Account means a checking or savings account held by us and eligible for PayItNow.
- Completed means funds have been successfully processed and the *Pay From Account* has been updated. It does not mean funds have necessarily been received by the payment recipient.
- Cutoff Time means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the section entitled "Cutoff Times" for additional details.
- Funded means when an amount to be sent has been withdrawn
- Instructions mean the information you provide in order for the funds to be delivered to the recipient.
- Pay From Account means the Cal Coast Account from which funds will be sent via PayItNow.
- Transfer means any movement of funds electronically from one account to another via PayItNow and/or Instructions that have been processed through PayItNow, as the context requires.

## **Coast Money Manager Service Terms and Conditions Agreement**

You are accessing services provided directly or indirectly to you from MoneyDesktop, Inc., doing business as MX Technologies, Inc., and being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below. Therefore, we encourage you to read this thoroughly and carefully.

If you are under the age of eighteen (18) years of age, or are not at least the age of majority or otherwise incapable of binding to a legal contract in the jurisdiction from which you enter into this agreement, you **MUST** have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further.

Notwithstanding the foregoing, MX Technologies has not designed the Services with the intention that such be used by minors nor does it market the Services for use by minors.

These Terms and Conditions constitute an agreement between you, whether you are a registered user or visitor to CalCoastCU.Org website or any of its mobile apps (such visitor, user or solely for agreements entered by a legal guardian or power of attorney-the person for whom this agreement is entered, hereinafter “you”, “your” or “user”) and California Coast Credit Union including its affiliates and service providers (“Cal Coast, “our”, “we” or “us”), pertaining to your use of the CalCoastCU.org website (the “Site”) and/or any of its affiliated web applications (the “Services”). By using the Site and/ or Services, you agree to be bound by these Terms and Conditions and our Privacy Policy, available at <https://www.calcoastcu.org/privacy/> which is hereby incorporated by reference into these Terms and Conditions (collectively, the Terms). These Terms constitute the complete and exclusive understanding and agreement between you and us relating to the subject matter hereof, and replace all previous Terms and Conditions or similar agreements or documentation entered into between you and Cal Coast, whether written or oral.

### **Accepting the Terms**

BY CLICKING TO ACCEPT OR AGREE TO THE TERMS, WHERE THIS OPTION IS MADE AVAILABLE TO YOU BY Cal Coast IN THE USER INTERFACE FOR ANY OF THE SERVICES, OR BY USING ANY PART OF THE SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (b) AGREE AND CONSENT TO THE TERMS; (c) REPRESENT AND WARRANT THAT YOU: (i) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND DO NOT ACCESS OR USE THE SERVICES

Cal Coast may from time to time update these Terms and your continued use of the Services indicates your agreement to any modification with respect to these Terms. You may not use the Services and may not accept the Terms if (i) you are incapable of binding you to a contract with Cal Coast, or (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

### **Services**

The Services are a free personal financial management service that allows registered users to organize, consolidate, manage, and track their financial information. From time to time Cal Coast may modify the Services and add, change, or delete features of the Services, in its sole discretion, without notice to you.

You agree to provide accurate, current, and complete information about yourself while registering for the Services and to maintain and update this information to keep it accurate, current, and complete. You agree to not misrepresent your identity or your registration and account information. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, “Account Information”), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Services (collectively, “Account Data”), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information (“Communications”), and (d) without limiting the foregoing, any and all activities that occur under your account. Cal Coast shall assume that any Communications received through use of the Account Information were sent or authorized by you.

You agree to immediately notify Cal Coast if you become aware of any loss, theft, or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft, or unauthorized use of Account Information has occurred. You must inform Cal Coast of, and hereby

grant to Cal Coast and its affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable Cal Coast to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services Cal Coast may provide to you in the future.

Cal Coast may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data, and Communications, you agree that Cal Coast may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, comprising financial account balances, other financial account data, or other available data that is collected through users use of the Services, may be used or licensed by Cal Coast for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking helping to improve products and services and to assist in troubleshooting and technical support.

To the extent that a user requests customer service or other assistance from Cal Coast, you agree that Cal Coast is authorized to access and view your account information to provide such assistance and support.

### **Provider Services**

In connection with your use of the Services and as part of the functionality of the Services as may be applicable, you may have access to certain online services or information that may be made available by your bank and/or other third party provider(s) such as financial services companies and person to person payment services ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from third party provider(s). The Services may be designed to allow access to Provider Services (if and to the extent provided by users; provider(s)) to set up banking and other information, schedule the Services to access user account(s), download transactions into the Services and otherwise aggregate information from user account(s) with third party provider(s). Cal Coast has no control over the provision of Provider Services or provision of access to the Provider Services by user(s) or provider(s). Cal Coast does not guarantee the Provider Services. You agree that you may be able to use the Services in conjunction with the Provider Services, and that Cal Coast disclaims any and all liability whatsoever for any actions or inactions on the part of your provider(s) resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

You acknowledge and agree when you access data and information through the Services, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the Services. You expressly authorize Cal Coast and our third party providers, in conjunction with the operation and hosting of the Services, to use certain Provider Account Data to (i) collect Provider Account Data, (ii) reformat and manipulate such Provider Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using Provider Account Data, (v) update and maintain account information, (vi) address errors or service interruptions, (vii) enhance the type of data and services we can provide in the future, and (viii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above. In accessing and using the Services you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, Cal Coast or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that Cal Coast does not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the Services and Cal Coast assumes no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). YOU ACKNOWLEDGE AND AGREE THAT WHEN Cal Coast OR ITS THIRD PARTY PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM USER'S

PROVIDERS, CAL COAST AND ITS THIRD PARTY PROVIDERS ARE ACTING AS USER'S AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS.

You further acknowledge and agree that (i) some providers may not allow the Services to access the Provider Services, (ii) providers may make changes to their websites, with or without notice to Cal Coast, that may prevent or delay aggregation of information from such websites, and (iii) the Services may "refresh" the Provider Account Data by collecting the Provider Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented to user in the Services. In the event that you see a discrepancy in the Provider Account Data, and in any case before making any transactions or decisions based on such account information presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable provider that the Provider Account Data is correct or otherwise confirm that Provider Account Data is up to date and accurate.

### **Limitations**

Your right to use the Services is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent: (a) copy, reproduce, distribute or create derivative works of any portion of the Services; (b) reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Services or any third-party applications incorporated into the Services, including Java applets associated with the Services; (c) sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Services; (d) distribute or provide copies of any portion of the Services to third parties; (e) resell the use of the Services; (f) use the Services to provide services to any third parties, including business process outsourcing, service bureau applications or training of third parties; or (g) use the Services as a platform for designing and creating a competing product or service, including one for only your internal use. In the event that we have reason to believe you, or any third parties on your behalf, have developed, or are in the process of developing, a software system similar to the Services or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the Services. In the event we determine you have developed a software system similar to the Services, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or services. All rights not expressly granted to you in this Agreement are reserved to Cal Coast.

You are solely responsible for your Account Data, including the accuracy, quality, and reliability of all such content. You represent and warrant that: (i) none of your Account Data violates any third Party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (collectively, "Intellectual Property Rights"), and (ii) you have obtained all consents and waivers required under all applicable local, state, national and international laws, rules, statutes, treaties and regulations (including those governing account collection, export control, consumer protection, data privacy, unfair competition, anti-discrimination and false advertising) (collectively, "Laws") for the provision, manipulation, retention, use and sharing of personal data of individuals (including you) with respect to whom information is supplied by you as part of your use of the Services, and that you will retain all such consents and waivers and/or provide them to Cal Coast at any time upon request. Notwithstanding the foregoing, we reserve the right to take any action with respect to the Services that we deem necessary or appropriate in our sole discretion if we believe you or your use of the Services may create liability for Cal Coast. Your use of the Services is subject to all applicable Laws. In connection with your use of the Services, you agree to: (A) comply with all applicable Laws; (B) maintain the security of access to the Services; (C) not use the Services for illegal purposes; (D) not interfere or disrupt networks connected to the Services; (E) not attempt to gain unauthorized access to other computer systems; (F) not interfere with another users use and enjoyment of the Services, including disrupting the normal flow of dialogue; (G) not use the Services to infringe any third party's Intellectual Property Rights; (H) not transmit through the Services, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; and (I) not bypass or disable any security mechanism in the P2P in the Services.

### **Posting Information**

Cal Coast allows, or may allow in the future, users to post content at the help desk and/or various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information, you agree:

- You are responsible for all content you submit on the Services;
- By submitting content to the Services, you represent that you have all necessary rights and hereby grant Cal Coast a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services;
- You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party;
- You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate;
- You may not copy or use personal identifying information or business contact information about others without their permission; and
- You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

### **Required Equipment**

You are responsible for obtaining and, as applicable, installing, configuring, and updating a computer, operating system, web-browsing software, Internet service and connection and such other equipment, software and services as may be necessary for you to access the Services. Cal Coast makes no warranties that your equipment or third party software is or will continue to be compatible with the use of the Services.

### **Disclaimer**

The Services provided by Cal Coast are not intended to provide legal, tax or financial advice. The Services are not a financial planner, broker, or tax advisor. The Services are intended to assist you in your financial organization and decision-making and are broad in scope. You should consult with your accountant or other financial professional who is fully aware of your circumstances in addition to using the Services.

### **Proprietary Rights**

You are permitted to use content delivered to you through the Services only in connection with the Services. You acknowledge and agree that Cal Coast and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its “look and feel” (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and other Intellectual Property Rights, made available to you as a part of or in conjunction with the Services. You are only permitted to use any of the foregoing as expressly authorized by these Terms. Cal Coast, and all other names, logos, icons and marks identifying Cal Coast’s products and services are Cal Coast’s trademarks and may not be used without our prior written consent. You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on any portion of the Services.

### **User Risks**

Cal Coast acts solely as an operator of the Services for your convenience and use of the Services, and any reliance by you upon any content or information available to you through the Services (the “Materials”), including any action taken by you because of such use or reliance, is at your sole risk. Neither Cal Coast nor any of its affiliates, third-party providers, partners, licensors, employees, distributors, or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

- Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Services;
- The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Services or any Materials;

- Any inaccuracy, omission, error or delay in the Services or any Materials;
- Non-performance of or interruption to the Services or any Materials due to, without limitation: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party, or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software, computer systems or Internet access provider;
- The quality of the Services or any Materials (including the results to be obtained from use of them); or
- Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

## **Modifications**

Cal Coast reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance, or repair of the Site and/or the Services or other actions that Cal Coast, in its sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays, or errors in the Services. Cal Coast shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

## **Cancellation**

You may cancel your Cal Coast registration at any time by sending a request for cancellation to Cal Coast support at [support@calcoastcu.org](mailto:support@calcoastcu.org). Upon confirmation of your request, your Cal Coast account will be cancelled and no longer be accessible from our primary production servers, and your access to the Services will be terminated. Some of your information may remain stored within the Services after account deletion for recordkeeping purposes.

- You have breached any provision of these Terms (including the Cal Coast Privacy Policy, or have acted in a manner which shows you do not intend to, or are unable to, comply with the provisions of these Terms and/or the Cal Coast Privacy Policy);
- Cal Coast is required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);
- A partner with whom Cal Coast offered the Services to you has terminated its relationship with Cal Coast or ceased to offer the Services to you;
- Cal Coast is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; or
- The provision of the Services brought to you by Cal Coast is, in Cal Coast's sole opinion, no longer commercially viable.

## **Export Restrictions**

The Services and underlying information, software and technology are subject to U.S. export controls. None of the Services or underlying information, software or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or Nonproliferation Sanctions List. By using the Services, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or

on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

### **Use by the U.S. Government**

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is MX Technologies, Inc., whose corporate headquarters is located at 3401 N Thanksgiving Way, Suite 500, Lehi, Utah 84043 and whose telephone is (801) 669-5500.

### **Feedback**

You have no obligation to give Cal Coast any suggestions, enhancement requests, recommendations, comments, or other feedback ("Feedback") relating to the Services. To the extent we receives any Feedback from you, we may use and include any Feedback that you choose to voluntarily provide to improve the Services or any other related technologies. Accordingly, if you provide Feedback, you agree that such Feedback will become Cal Coast's proprietary information and Cal Coast and its affiliates, third-party providers, partners, employees, distributors, agents and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Services or other related technologies.

### **Communication**

We will communicate with you by email, text or by posting notices on the Site or through the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the Services (in the case of email and text, to the email address or phone number you provided when registering for the Services). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While Cal Coast will use commercially reasonable efforts to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You agree that Cal Coast shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you; or any third party reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

If you request customer service or other assistance from Cal Coast, you acknowledge and agree that Cal Coast is authorized to access and view your Account Information to provide such assistance and support.

### **Endorsements**

All products and service marks contained on or associated with the Services that are not Cal Coast marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third-party sites or information do not constitute or imply Cal Coast's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

### **Disclaimers of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM

THE SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH CAL COAST ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE"; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAL COAST, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAL COAST THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

### **Limitations on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAL COAST, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION,

LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN CAL COAST AND YOU. CAL COAST WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DIRECT DAMAGES CAUSED BY US IN EXCESS OF \$1.00. THIS LIMITED REMEDY IS AGREED TO BY YOU AND CAL COAST AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Indemnification**

You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate Cal Coast, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Service or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against Cal Coast arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

### **No Waiver**

Cal Coast shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Cal Coast. No delay or omission on the part of Cal Coast 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 waiver of any rights or remedies on future occasions.

### **Exclusive Agreement**

You agree that these Terms are the complete and exclusive agreement between you and Cal Coast. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and Cal Coast relating to the subject matter of these Terms. These Terms, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and Cal Coast.

### **Miscellaneous**

You agree and acknowledge that if you breach these Terms, Cal Coast may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond.

The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein.

Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations, and disclaimers as to warranties and limitations on liability made in these Terms shall survive your acceptance of these Terms and the termination of these Terms.

Cal Coast may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to Cal Coast at the time of registration or that you subsequently updated, or by posting updated Terms on the Site. You manifest your acceptance of such amended terms if you continue to use or access the Services after such amended terms have been delivered to you by email or posted. If you do not agree with such amended terms, your only remedy is to discontinue your use of and access to the Services pursuant to these Terms. Otherwise, these Terms may not be amended except in writing signed by Cal Coast and you.

For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) all headings are for convenience only and shall not affect the interpretation or construction of these Terms; and (iii) the words; "including", "included", and "includes" mean inclusion without limitation.

### **Choice of Law and Forum for Disputes**

By visiting or using the Site and/or the Services, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Terms. To the extent that these Terms conflict with applicable state or

federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and Cal Coast, its officers, directors, employees, agents, or affiliates must be brought in San Diego County or Riverside, California, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, Cal Coast is able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms.

You also acknowledge and agree that, with respect to any dispute with Cal Coast, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Services or these Terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

#### **Contact Information:**

California Coast Credit Union  
P.O. Box 502080  
San Diego, CA 92150-2080  
mailto: support@calcoastcu.org

#### **General**

You are accessing services provided directly or indirectly to you from BuyaPowa Limited and being asked to agree to a legally binding agreement in accordance with the Coast into Cash Referral Program (Program) rules, terms and conditions set forth below and <https://www.calcoastcu.org/privacy/>. Therefore, we encourage you to read this thoroughly and carefully.

#### **Program Participation**

By participating in the Program you agree to these terms & conditions and release and hold harmless California Coast Credit Union and BuyaPowa Limited (“Services”), as the operator of the Coast into Cash Referral Program and their affiliates and subsidiaries, directors, officers, employees, consultants, and agents, and any other entity associated with marketing the Program from any and all claims or damages arising out of or in connection with the Program or Services. By participating in the Program, each Referring Member and Referred Non-member (a) consent to the collection, use, disclosure and storage of their personal information as necessary for the Services to operate, contact the Referred Non-member, disclose the referral source, product type and reward. If you do not agree to these terms & conditions, do not participate in the Services, and do not refer anyone through the Services.

#### **Eligibility**

The program is only available to current California Coast Credit Union members, age 18 or older, and the friend or family member whom is referred to California Coast Credit Union. Current California Coast Credit Union members who initiate a referral in the program are defined as “Referring Members”. New members to California Coast Credit Union are defined as “Referred Non-members”. California Coast Credit Union reserves the right to modify, extend or cancel this program at any time. Participation in the program is prohibited where void by applicable law or regulation.

Referred Non-members may not accept more than one referral offer as part of the Program. Incentives will be awarded to the Referring Member whose name was specified by the Referred Non-member in the membership application. To be eligible for incentives, Referred Non-members must provide their first name, last name, date of birth and valid email address before enrolling into the Services, applying for membership, or opening any California Coast Credit Union products or services that meet the incentive criteria as outlined in the Program Rules. Referrals made by other means (such as through printed coupon or online email form) will not be recorded in the Services.

Fraudulent or unethical means of communication such as using bots, fictitious identities, fake emails, or scripts is also prohibited and will result in actions by us with respect to terminating your account and participation in the Program or Services.

California Coast Credit Union reserves the right to void any incentives based on the following: (1) ineligibility of any program participant, (2) fraudulent activity or, (3) if California Coast Credit Union, in its sole discretion, finds that you have violated any of the Program terms & conditions.

## **Communication**

The program services must be able to communicate with you using the email address you provided to participate and you agree that we can send information to you. You will not be able to use the program services if you unsubscribe or otherwise opt out of receiving emails from the program services. The program services requires you to submit personal information about yourself and your referral (e.g. name and email address). Referrals from business and trust accounts will present the name of the business or trust account in referral emails. All information submitted to us is collected in accordance with our Privacy Policy.

California Coast Credit Union allows users to email or post content on social media platforms and/or various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information, you agree:

- You are responsible for all content you submit on the Services.
- By submitting content to the Services, you represent that you have all necessary rights and hereby grant California Coast Credit Union a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.
- You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.
- You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.
- You may not copy or use personal identifying information or business contact information about others without their permission.
- You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.
- You may need to submit personal information about yourself or the Referred Non-member (e.g. name and contact information). All information submitted to the Service is collected in accordance with our privacy policy. Whenever you share communications, you agree to conform to these Terms and Conditions.
- You are responsible to conform to CAN-SPAM Act.
- You must not knowingly send referrals to others who have indicated that they are not willing to accept such communications from you or send referrals to people that you do not know personally.

## **Offers & Incentives**

We may, in our sole discretion, introduce promotional offers that enable participants to earn additional value for the completion of actions specified in the Program Rules during the promotional period. We are not responsible for changes to, or the discontinuance of, any promotion or for any effect on the accrual of incentives caused by changes or discontinuance to any promotion. All offers and/or incentives are subject to verification for compliance with the Program Rules and Terms & Conditions. We may withhold or not grant offers and/or incentives if we find that you have obtained offers and/or incentives in an illegal, fraudulent, or unethical manner, or if we feel that granting offers and/or incentives and allowing you to redeem them will expose us to any liability or the possibility of any legal damages.

We reserve the right not to honor offers and/or incentives or disqualify anyone from the Program if we believe, in our sole discretion, that fraudulent behavior or other unethical conduct has occurred in any way that compromises the fairness of the Program in any way. We reserves the right to limit or cancel your Services account and offers and/or incentives any time if you have violated these Program Terms & Conditions. We assume no responsibility for lost, delayed, damaged and/or misdirected referrals or communications as a result of any failure of the website such as the technical malfunction of any computer online systems, servers, access providers, email providers, computer equipment, and/or software.

### **Taxes**

You are responsible for any and all tax liabilities associated with the Program.

### **Modifications**

California Coast Credit Union reserves the right to modify or discontinue, temporarily or permanently, the Program or Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Program Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Program Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Program Services in a given period of time, (iv) the offers and/or incentives should we determine, in our sole discretion, that the administration, security, or fairness of the Program or Services have been compromised in any way. We reserve the right to make any such changes effective immediately to maintain the security of the system or account information or to comply with any Laws. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance, or repair of the Site and/or the Services or other actions that California Coast Credit Union, in its sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays, or errors in the Services. California Coast Credit Union shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

### **Additional Terms and Conditions**

By participating in the Coast into Cash Referral Program, you further agree that the program and incentives are provided "as is" and "where is". THERE ARE NO REPRESENTATIONS OR WARRANTIES INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES AND CONDITIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THIRD PARTIES RIGHTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

### **MX Privacy Policy**

This Privacy Policy (this **Policy**) applies to the website from which you access MX services (the "Site"), and/or any of its affiliated web applications (the **Service**; and together with the Site (the "Services")). MoneyDesktop, Inc., doing business as MX Technologies, Inc., ("MX Technologies", "MX", "our", "we" or "us") provides this Policy as a means of making you aware of what data is collected, stored, and used when you visit and/or utilize the Services. Please be aware that your bank and/or its other service providers may have different privacy policies for data collected, stored, or utilized outside of the Services.

This Policy alone governs the data collected, stored, and used when you utilize our Services and shall supersede and replace all previous versions thereof. We may need to change the Policy from time to time in order to address new issues and reflect changes within the Services or in the law. We reserve the right to revise or make any changes to the Policy and your continual use of the Services subsequent to any changes to this Policy will mean that you accept such changes. We will post all changes to the Policy here so that you will always know what information we gather, how we might use that information, and when we will disclose that information to third parties, if at all.

We may also inform you of any changes to this Policy by a prominent notice within the Services or by email. In addition, and at our discretion, in the event of an update or material change, you may be required to agree to the new Privacy Policy as a condition precedent to your continued use of the Services.

YOUR USE OF THE SERVICES, AND CONTINUED USE OF THE SERVICES FOLLOWING ANY CHANGES TO THIS POLICY, SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING YOUR CONSENT TO THE USE OF DATA ONLY AS OUTLINED HEREIN. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT USE THE SERVICES.

### **Collection of Your Personal Information**

Personally Identifiable Information relevant to your account is only displayed to you. The layout and information provided and or requested within this area of the Services may change, as there are upgrades or modifications to the Services. You are responsible for providing current, accurate, and complete information. In the case that information becomes outdated or an error is identified, it is your responsibility to notify MX of all pertinent changes.

All transaction details are recorded by MX. This information is used to provide financial information, assistance, and functionality within the Services. These details, other than in aggregate non-personally identifiable form, are not shared with any third parties.

Please direct your queries pertaining to the Services or this Policy to us at [tech.support@mx.com](mailto:tech.support@mx.com)

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