

ONLINE AND MOBILE BANKING DISCLOSURE AND AGREEMENT



Central Coast Federal Credit Union (CCFCU) provides its members in good standing with online and mobile access to their accounts. This Agreement outlines the general terms and conditions applicable to online and mobile account access. By enrolling in our Online and Mobile Services, you consent to comply with the terms and conditions of this Agreement, with the terms of the ELECTRONIC FUND TRANSFER DISCLOSURES AND AGREEMENT, and other agreements with CCFCU that govern your Account(s).

1. Definitions.

- (a) "Access Credentials" means the Access ID, Password, PIN, and security questions used to authenticate identity and access the Services.
- (b) "Account" or "Accounts" means the deposit, loan, credit card and/or investment account(s) identified in your Enrollment Form(s) through which you will be conducting online and/or mobile transactions.
- (c) "Account Agreements" means the terms and conditions governing your Accounts, as well as the federal regulatory disclosures applicable to your Accounts.
- (d) "Account Holder" means you as the owner of an Account. If there is more than one owner of an Account you are collectively referred to as the "Account Holders."
- (e) "Agreement" means this Online and Mobile Banking Application and Agreement.
- (f) "Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Account and includes any person the Account Holder may authorize to access an Account or use the Services.
- (g) "Enrollment Form" means the form you complete and submit to receive each of the various Services described in this Agreement, whether the form is called an Enrollment Form or is in paper or an electronic agreement you accept by clicking on the appropriate place on a website or app.
- (h) "Enrolled Service" means each Service for which you enroll.
- (i) "Mobile Services" means the Services accessed via mobile device.
- (j) "Online Services" means the Services accessed via online access.
- (k) "Services" means the online and mobile account access and other special services identified in this Agreement.
- (l) "System" means the computer and internet service by which you obtain online access and/or the mobile device and wireless carrier by which you obtain mobile access.
- (m) "Website" means CCFCU's website accessible at www.centcoastfcu.com
- (n) "We," "our," and "us" means CCFCU.
- (o) "You" and "your" refers to Account Holders, anyone who accesses the Website and/or anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account who utilizes the Services.

2. Access to Services. The Website and CCFCU Mobile Application are used for access to the Online Services. Access to Services requires appropriate Systems and equipment as specified in the Enrollment Forms or as specified by CCFCU from time to time. You can access your Accounts 24 hours per day, seven (7) days per week. Periodically, the availability of these online banking services may be suspended for periods of time due to site maintenance and software updates.

3. Agreements Governing the Services. By enrolling in and using the Services described in this Agreement, you represent that you are the Account Holder of the Account(s) and agree that your use of the Services will be

governed by the terms and conditions contained in any applicable Enrollment Forms, this Agreement, and the Account Agreement(s) applicable to the Account(s) for which the Services are used. In the event of a conflict between these various agreements, the Electronic Fund Transfer Disclosures and Agreement, the applicable Enrollment Form (if any) for the specific Service, or this Agreement, in that order, shall control as to the specific conflict at issue, unless this Agreement specifically states otherwise.

4. Account Holders. If an Account for which Services are requested is a multiple party or joint account, each Account Holder shall be jointly and severally (individually) liable for all actions and transactions made on the Account. By enrolling in any Service you acknowledge that you are responsible for all transactions made by all Account Holders and any Authorized Representatives.

5. Services Offered.

(a) **Online Account Access and Online Banking Services.** Online Banking Services provides general online access to your Accounts. When enrolled in Online Banking you can view your balances and transaction history (3 years); make internal funds transfers between Accounts; view electronic statements (if also enrolled in e-Statement Services); make loan payments; view copies of checks; pay bills (if also enrolled in Bill Payment Services); engage in Mobile Banking (if also enrolled in Mobile Banking Services); send secure messages to CCFCU; change your password; capture and activate credit cards; and update your address.

(b) **Mobile Account Access with Mobile Banking Services.** Mobile Banking Services (“Mobile Banking”) provides general mobile access to Accounts utilizing a mobile device. When enrolled in Mobile Banking you can view your Account balances and transaction history (3 years); make internal funds transfers between Accounts; make loan payments; find branch and ATM locations; pay bills (if also enrolled in Bill Payment Services); make deposits (if also enrolled in Mobile Check Deposit). Message and data rates may apply.

(c) **Electronic Statements with e-Statement Services.** e-Statement Services (“e-Statements”) provides the ability to receive your Account statements online if enrolled in e-Statement.

(d) **Bill Payment with Bill Payment Services.** Bill Payment Services (“Bill-Pay”) provides online bill payment services if enrolled in Bill Pay and mobile bill payment services if enrolled in Mobile Banking. When enrolled in Bill-Pay you can pay bills and schedule recurring payments electronically for participating payees.

(e) **Check Deposit with Mobile Check Deposit Services.** Mobile Check Deposit Services (“Mobile Check Deposit”) provides mobile check deposit services if enrolled in Mobile Banking.

(f) **Availability of Services.** The Services and other services described in our Website are not necessarily available everywhere, and may or may not be available to non-residents and non-citizens of the United States.

6. Your Responsibilities When Using These Services.

(a) **Access Security.**

(i) When enrolled to receive Services you will use the Access Credentials that you establish. The Access Credentials can be used to view Account information, transfer and withdraw funds, and otherwise access the Account using the Services.

(ii) You acknowledge that it is your responsibility to maintain up-to-date contact information (including, without limitation, your email, home address, and phone number) through your online Account. CCFCU is not liable for any losses caused by your failure to keep your contact information current.

(iii) You acknowledge that you are solely responsible for the security of the Access Credentials and for any transactions authorized using the Access Credentials. CCFCU is not liable for any losses caused by the improper or negligent maintenance of secure information or the

actions of a third party as a result of unauthorized use of Access Credentials; you are responsible for all transactions conducted using the Access Credentials.

- (iv) CCFCU is entitled to act upon instructions received through any Service under the applicable Access Credentials without inquiring into the identity of the person using the Access Credentials or the validity of the transaction.
 - (v) Neither CCFCU nor its employees will ask for your Access Credentials; (vi) You hereby indemnify and release CCFCU from any and all liability and agree not to make any claim against CCFCU or bring any action against CCFCU for honoring or allowing any actions or transactions where the proper Access Credentials are utilized.
 - (vii) You assume all liability and responsibility to monitor the Accounts and must immediately notify CCFCU if you discover or suspect an objectionable or unauthorized transaction or activity in an Account.
 - (viii) You may at any time ask CCFCU to disable your Access Credentials and issue new Access Credentials to you.
- (b) **System Security.** It is your responsibility to protect your System's security and to protect your System against viruses, worms, trojans, and other items of a destructive nature. You agree to use reasonable care not to introduce any such items to our Website or any Services offered through the CCFCU's Website.
- (c) **Transmission and Transaction Risks.** You acknowledge that the electronic transmission of confidential information is performed at your own risk. You assume all liability and responsibility to monitor the Accounts and in the event you discover or suspect an objectionable or unauthorized transaction or activity in an Account, you will immediately contact CCFCU.

7. Our Liability. CCFCU is only responsible for providing the Online and Mobile Services tools to make monetary transfers and billing convenient for its members. All monetary transactions entered into through CCFCU Services will be completed subject to the funds available in your Account. CCFCU may terminate or restrict any electronic transactions without notice, and you may terminate this Agreement, at any time, by sending CCFCU a written notice. For CCFCU's contact information, please refer to section 13 of this Agreement, "Contacting CCFCU: Telephone Numbers and Addresses." CCFCU is not liable to you:

- (a) If through no fault of CCFCU, you do not have sufficient funds in your Account to execute a transfer;
- (b) If a hold exists on your Account;
- (c) If access to your Account is blocked;
- (d) If your funds are encumbered or subject to a legal proceeding which restricts a transfer;
- (e) If your transfer authorization terminates by operation of law;
- (f) If you suspect that an unauthorized person has accessed your Accounts without your permission and you fail to provide immediate or reasonable notice to CCFCU;
- (g) If CCFCU has received inaccurate or incomplete information from the Account Holder or a third party regarding the Account or transfer;
- (h) If circumstances beyond CCFCU's control (including, without limitation, power outage, equipment or technological failure, flood, fire or other natural disaster) prevents a transfer despite reasonable cautions that we have taken.

8. Third Party Liability. In no event shall we have any liability to you or any third party for indirect, special or consequential damages arising out of this Agreement. CCFCU is not liable for any loss or liability due to failure of any System, your various technology, software, equipment, internet access, or by any online service provider.

- 9. Account Information.** Balance and transaction information available via the Services is subject to the CCFCU's provisional credit, posting, and funds availability policies and may not reflect same day transactions. Account histories for transactions made via the Online and Mobile Services may be limited and you should review your Account statements for additional or historical information.
- 10. Account Holder's Representations and Warranties.** Account Holder represents and warrants to CCFCU that to Account Holder's knowledge, there are no present defaults under any agreements which govern Account Holder's Account(s) at CCFCU, including, but not limited to, the Membership Application and Account Agreement. Account Holder understands and agrees that this Online and Mobile Banking Application and Agreement does not constitute a legal renewal of any existing agreement. Except as may be specifically modified hereby, any existing agreements governing Account Holder's Account(s) at CCFCU shall remain in full force and effect, independent of any transactions Account Holder may conduct using the Online and Mobile Banking Service.
- 11. e-Statements.** In applying for the Services described in this Agreement, you consent to receive electronic account statements either monthly or quarterly. Whether you receive a monthly statement or a quarterly statement will depend on the type of account you hold. You may revoke your consent to receive electronic statements. For further information about your receipt of monthly or quarterly statements, and how to revoke receipt of electronic statements, please see the Electronic Fund Transfer Disclosures and Agreement as well as our Fee Schedule.
- 12. Term and Termination.** This Agreement will become effective upon signature and will remain in effect until termination.
- (a) Involuntary Termination. CCFCU reserves the right to terminate your electronic access without providing notice if you do not remain in good standing with CCFCU. If CCFCU terminates your electronic access for any other reason, we will provide notice.
 - (b) Voluntary Termination. In the event you wish to terminate this Agreement you must notify CCFCU and give us your name, address, the Services you would like to terminate, and the applicable date for termination. You may send us a written letter addressed to CCFCU at 4242 Gigling Rd, Seaside, CA 93955, or you may fill out an Online & Mobile Services Termination Request Form at any one of our locations.
- 1. Contacting CCFCU: Telephone Numbers and Addresses.** In the event of questions, errors or unauthorized transfers relating to your Account, call (831) 393-3480. You may also send written correspondence to CCFCU at 4242 Gigling Rd, Seaside, CA 93955
- 14. Other General Terms and Conditions.**
- (a) Changes and Modifications. CCFCU may modify the terms and conditions applicable to the Services mentioned in this Agreement. We may send notices either through mail or email, and you will be deemed to have received it three days after the notice is posted. Any revised terms and conditions will be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice. You are responsible to provide us with any change of mailing and email address.
 - (b) Disclosure of Information. We will disclose your Account information and/or transfers to third parties under the following circumstances:
 - (i) If necessary in order to provide online access and to complete transfers;
 - (ii) To comply with government or court orders, or other valid legal process;
 - (iii) If we are provided with your permission;
 - (iv) If we need to examine claims of error, resolve a merchant dispute or look into possible unauthorized use;

- (v) If we need to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant;
- (vi) Please refer to the CCFCU's Privacy Statement for further information regarding confidentiality and the extent to which we may share Member information.
- (c) Governing Law. This Agreement is governed by the laws of the State of California and applicable federal law.

Electronic Services Fees and Features

There is no fee for signing up for the Online Banking, Bill Pay or e-statement. Please see the Credit Union's Fee Schedule for any other applicable fees.

Messages sent through the Online Banking Service to Credit Union staff members are encrypted and bear your "electronic signature." Only the Credit Union has the capability to read these messages. Your "electronic signature" is activated whenever you login to the Online Banking Service and is automatically "stamped" on all your transaction requests and messages. Because of this feature, we are able to honor requests for transactions and changes to your Account records that would normally require a written signature. Please note, however, requests for Bank to Bank wire transactions to an Account not held in your name still require a written signature due to Federal Regulations.

We thank you for choosing Central Coast Federal Credit Union's Electronic Service and hope you enjoy its many features and ease of use!

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