

SPECTRUM CREDIT UNION

Digital Banking Service Agreement

This Digital Banking Service Agreement (hereinafter, “Agreement”) governs your access to the online and mobile banking services (hereinafter, “Digital Banking Service(s)”, “Digital Banking”, “Services”) being offered by Spectrum Credit Union (“we”, “us”, “our” or “Credit Union”) now and in the future. As a member of Spectrum Credit Union, you are eligible to enroll in our Digital Banking Service. By using Digital Banking, you, and any person you authorize to use your access to the Digital Banking, agree to abide by the terms and conditions of this Agreement.

Digital Banking Service. Digital Banking is a set of banking tools that allows you to access your Credit Union account information, products, and services and to engage in financial transactions under this Agreement on a personal computer and/or mobile device.

By accessing Digital Banking, you agree to comply with the terms and conditions of this Agreement.

Banking Activities. The following activities may be performed within the Digital Banking Service:

- Account viewing activities
- Account management activities
- Bill payment activities
- Funds transfer activities
- Statement viewing activities
- Transaction activities
- Communication activities
- ATM and Branch Location search activities
- Account configuration activities
- Other activities

We reserve the right to: (a) limit the types and number of accounts eligible for Digital Banking; (b) not process any transaction you request through Digital Banking; (c) modify the scope of the Digital Banking Service at any time; and (d) restrict use of the some or all Digital Banking features.

You understand and agree that Digital Banking may not be accessible or may have limited utility over some Internet and/or mobile connections. The Credit Union cannot guarantee and is not responsible for the availability of Internet and/or data services provided by your Internet or mobile provider.

Digital Banking Hardware and Software Requirements.

These hardware and software requirements may change from time to time with advances in technology and upgrades to the Service.

Specific to Browser Based Banking.

Device: a personal computer or mobile phone with an up-to-date operating system and connection to the Internet.

Browser: A Spectrum CU supported browser installed on the device.

Specific to Mobile Application Banking.

Mobile application banking is the use of a credit union provided application that is downloaded and installed on a mobile application enabled device.

Device: A mobile device with an up-to-date operating system, connection to a mobile network and access to a supported app store (e.g., Apple AppStore or Google PlayStore).

Mobile Application: The Spectrum CU mobile banking application installed on the device.

Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the software on your mobile device within the United States and its territories. We make no representations that Digital Banking will be available for use in locations outside of the United States. If you obtain a new or different mobile device, you will be required to download and install the software to that new or different mobile device. This License shall be deemed revoked immediately upon (a) your termination of Digital Banking in accordance with this Agreement; (b) your deletion of the software from your mobile device; or (c) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software from your mobile device.

Communication Requirements.

A mobile service plan that includes text messaging, data, and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and Internet access and text messaging. Contact your mobile device provider for additional information.

An email account and email software capable of retrieving, reading, and responding to emails.

General Provisions Applicable to the Digital Banking Services

Unavailability. You understand and agree that Digital Banking may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service or mobile service provider. The Credit Union cannot guarantee and is not responsible for the availability of Internet and/or data services provided by your Internet and/or mobile carrier. If Digital Banking is unavailable, you may conduct transactions via our branches or through our ATMs.

Security. Digital Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Digital Banking before you do so. You also accept responsibility for making sure that you know how to properly use your device. You agree that you will not install software onto your device that you are not familiar with or have not read the terms and conditions for that software. You agree to download security software updates when available. In the event we change or upgrade the Digital Banking Service, you are responsible for making sure that you understand how to use

Digital Banking as changed or upgraded. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Digital Banking. You agree not to leave your device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you. You understand that your use of your device is susceptible to viruses and other security threats. You are solely responsible for making sure your devices are protected from and free of viruses, worms, Trojan horses, or other harmful destructive elements which could result in damage to your device, programs, files, computers, phones, tablets, or could result in interception of information by a third party. To the extent permissible under applicable law, we will not be liable to you for any losses caused by your failure to properly use Digital Banking or your device.

Conduct. You agree not to use Digital Banking, or the content or information delivered through Digital Banking, in any way that would be considered illegal.

Charges for Use. Any charges associated with Digital Banking are disclosed in the Schedule of Fees and Charges which was previously provided to you.

Relationship to Other Disclosures. The information in this Agreement applies only to the Services described herein. You agree that when you use Digital Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may include fees, limitations and restrictions which might impact your use of Digital Banking, and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your Internet service and/or mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. If you have any problems with Digital Banking, you will contact us directly.

Lost or Stolen Login Credentials or Computer. If you believe that your login credentials, personal computer, or other means to access your account has been lost or stolen or that someone may attempt to use Digital Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling Member Services at 510-627-5000 or 800-232-8101.

Termination. You may cancel your participation in Digital Banking by either 1) closing your Credit Union account, 2) deregistering your mobile device, or 3) contacting Spectrum CU Member Services to remove Digital Banking from your enabled services.

Additionally, we may terminate your use of Digital Banking at any time without prior notice. We may immediately suspend or terminate your access to Digital Banking in the event we reasonably determine such suspension or termination is necessary in order to protect the Digital Banking Service or the Credit Union from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Agreement or are otherwise using Digital Banking in a manner inconsistent with the terms of this Agreement or with applicable law. You agree that we will not be liable to you or any third party for any discontinuance of Digital Banking.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at 510-627-5000 or toll-free 800-232-8101, write us at Spectrum Credit Union, P.O. Box 2069, Oakland, CA 94604-2069 or

email us at spectrummail@spectrumcu.org as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Consumer Liability. Tell us AT ONCE if you believe your Services login information or device has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your login information or device. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your login information or device, you can lose no more than \$50 if someone used your login information without your permission.)

If you do NOT tell us within 2 business days after you learn of the loss or theft of your login information or device, and we can prove we could have stopped someone from using your login information 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 by login information or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Our Liability for Failure to Make or Complete Transfers/Payments. If we do not properly complete a transfer to or from your account on time, for the correct amount, and/or to or from the account specified

according to your transfer instructions and our Agreement with you, we will be responsible for your losses, as further described below, but in no event will we be liable for any special or consequential damages, unless required by applicable law. However, there are some exceptions.

For instance, we will not be liable in the following circumstances:

- If, through no fault of ours, you do not have enough available funds in your account to make a transfer.
- If you provide incomplete or incorrect login information, or you answer security questions incorrectly, or you do not enter a correct passcode supplied by us to authenticate your identity, or because your login ID information has been repeatedly entered incorrectly, or you have not properly followed any applicable computer, Internet, or our instructions for making transfers or using the Services.
- If the funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If we received incorrect or incomplete information from you or from third parties (e.g., the U.S. Treasury, an automated clearing house, or a terminal owner).
- If you, or anyone you allow, commits any fraud or violates any law or regulation or if any transaction is prohibited by law, regulation, court order, or would be considered illegal activity.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system was not working properly and you knew about the breakdown when you started the payment or transfer or, in the case of a recurring payment or transfer, at the time such payment or transfer should have occurred.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee.
- If our failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system.
- If the payee mishandles or delays a payment sent through the Services.
- If delays in processing and/or payment are caused by third-party software and/or services.
- If circumstances beyond our control (such as fire, flood, earthquake, computer system failure, telecommunication outages, postal strikes, equipment, power failure or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

There may be other exceptions and we may establish other exceptions in addition to those not specifically mentioned above. Provided that no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account, or cause funds from your account to be directed to a person or entity which does not comply with your transfer or payment instructions, we will be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected payments or transfers.

THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, DOWNLOAD, USE, OR MAINTENANCE OF ANY INTERNET SERVICE, EQUIPMENT, TELEPHONE, COMPUTER, SOFTWARE, SERVICES, AND/OR ANY OTHER DEVICE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT, WIRELESS DEVICE, COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM YOUR USE OF THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE WORDING ABOVE, WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN YOUR ELECTRICAL POWER OR TELEPHONE SERVICE; THE DISCONNECTING OF YOUR TELEPHONE SERVICE BY YOUR TELEPHONE COMPANY OR FROM DEFICIENCIES IN YOUR LINE QUALITY; OR ANY DEFECT OR MALFUNCTION OF YOUR COMPUTER, DEVICE, MODEM OR TELEPHONE SERVICE.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission; or
- (v) In accordance with our privacy policies, found at <https://www.spectrumcu.org/privacy>.

Documentation. You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 510-627-5000 or toll-free 800-232-8101 to find out whether or not the deposit has been made.

Preauthorized payments.

(1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Call us at 510-627-5000 or toll-free 800-232-8101 or write us at Spectrum Credit Union, P.O. Box 2069, Oakland, CA 94604-2069, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you an amount stated in our Fee Schedule for each stop-payment order you give.

(2) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be.

(3) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Additional Questions. If you need a copy of the *Master Account Agreement and Disclosure* or have additional questions regarding Digital Banking Services, please contact us using one of the following methods:

- Log into Digital Banking, search for “Disclosures” to see a full list of all Spectrum CU disclosures associated with the Digital Banking Service.
- Telephone 510-627-5000 or toll-free 800-232-8101
- Email spectrumcmail@spectrumcu.org
- Send a Secure Email through Online or Mobile Banking
- Write to Spectrum Credit Union, P.O. Box 2069, Oakland, CA 94604-2069

Financial Information. You must inform us immediately of any material change in your financial circumstances. This includes, but is not limited to, notification of the following: (a) any creditor tries to take any of your property on or in which we have a lien or security interest, including a garnishment of any of your accounts with us; (b) a judgment or judgments is entered against you in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (c) an involuntary lien or liens is attached to any of your assets or property and not satisfied within thirty (30) days or stayed pending appeal; (d) an adverse change occurs in your financial condition or applicable credit histories; and (e) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us in a timely manner any financial information we reasonably request during the term of this Agreement. You authorize us to review your credit history from time to time.

Change in Terms. We may change the terms and charges for the Digital Banking Services indicated in this Agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this Agreement from time to time. **Your use of the Digital Banking Services after receipt of notification of any change by us constitutes your acceptance of the change.**

Representations and Warranties. When you use the Digital Banking Services to access your accounts, you make the following representations and warranties to us:

- You are the legal owner of the accounts and other financial information which may be accessed using the Digital Banking Services.
- All information you provide to us in connection with the Digital Banking Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Digital Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- You are an authorized user of the personal computer or mobile device you will use to access the Digital Banking Services.

- You will not copy, reproduce, distribute, or create derivative works from any content delivered to you through the Digital Banking Services. You will not reverse engineer or reverse compile any Digital Banking Services technology, including, but not limited to, any software associated with the Digital Banking Services.
- You will not use the Digital Banking Services or the content or information delivered through the Digital Banking Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Digital Banking Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Digital Banking Services; (i) interfere with or disrupt the use of the Digital Banking Services by any other user; or (j) use the Digital Banking Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
- You will use the Digital Banking Services for personal use only.
- Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend, and hold us and our service providers harmless from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of the Digital Banking Services or your breach of any representation or warranty in this Agreement.
- **You will not give or make available your Digital Banking or Mobile Banking login credentials or other means to access your account to any unauthorized individuals.** You are responsible for transfers or other transactions you authorize using the Digital Banking Services. If you permit other persons to use your personal computer or mobile device and login credentials or other means to access the Digital Banking Services, you are responsible for any transactions they authorize.

DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE DIGITAL BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE DIGITAL BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE DIGITAL BANKING SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE DIGITAL BANKING SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE DIGITAL BANKING SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO

USE, OR THE TERMINATION OF THE USE OF, THE DIGITAL BANKING SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement 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 also agree to submit to the personal jurisdiction of the courts of the State of California.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

Force Majeure. You understand and agree that we are not responsible or liable for any loss, liability, damages, expenses, or cost of any kind resulting from the unavailability of the Digital Banking Services due to causes beyond our reasonable control.

No Assignment. You may not assign this Agreement. We may assign this Agreement to a third party without prior notice to you.

Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Transfers (Debits and Credits) Agreement

You acknowledge that it is your responsibility to ensure the origination of ACH debits and credits to or from your account comply with the rules of the National Automated Clearing House Association (NACHA) and with the provisions of U.S. law, including the Office of Foreign Assets Control (OFAC). Further, you understand this *Transfer Agreement* supplements the other terms, conditions and related disclosures associated with your account at the Credit Union, which you have previously received and agreed to; including the Credit Union's *Master Account Agreement Disclosure* which is incorporated herein by this reference as if set forth in full. The provisions of this Transfer Agreement shall prevail to the extent of any inconsistency between this Transfer Agreement and the provisions of any previously agreed to terms, conditions, and related disclosures, the *Master Account Agreement Disclosure*, and/or the Credit Union's other account agreements. The term "entry" shall refer to a debit or credit entry as defined in the NACHA Rules and shall also mean the data received from you hereunder from which the Credit Union initiates each Entry.

Authorization

You hereby authorize the Credit Union to initiate debit or credit entries from your Credit Union account(s) to a requested account(s) at the depository financial institution(s) named in your request(s), hereafter called Financial Institution, and debit or credit the same to your Credit Union account (the "Transfer Service"). Authorization will require funds to be available in the account prior to origination to allow reasonable time for processing on the requested date. Entries returned due to non-sufficient funds or paid using any available Courtesy Pay limits may be charged a Courtesy Service Fee, as set forth in the Credit Union's Fee Schedule detailed in the Master Account Agreement Disclosure.

You have the right to stop or modify automatic payments by notifying the Credit Union in writing at least three (3) business days prior to the time your account is charged. You further understand that it is your responsibility to terminate authorized entries in writing with the Credit Union if the receiving account with the Credit Union has been closed or paid in full, providing at least three (3) business days' notice prior to the next scheduled transfer date.

This Transfer Agreement and individual ACH entry authorizations will remain in full force and effect until the Credit Union has received written notice of termination in such time and manner as to afford the Credit Union and other Financial Institution(s) a reasonable opportunity to act upon your termination. The Credit Union reserves the right to terminate this *Transfer Agreement* at any time and for any reason, including your breach of the NACHA rules.

You authorize adjustment entries in the event of erroneous transactions on your account.

Transfer Service Access

The Credit Union may at its discretion add, remove, or modify the transfer functionality in part or whole at any time.

Types of Transfers

Transfers may be established for the purpose of transferring funds to or from another U.S. financial institution and to move money between accounts on which you are an owner. Note that transactions over our current transaction limit as described in the Credit Union *Digital Banking Money Movement Help Guide* are not eligible for transfers. Transfers may be established as one-time or recurring frequencies through the Credit Union's Digital Banking. Transfers may not be established to take advances on a loan, transfer to or from an Individual Retirement Account (IRA), transfer to or from term share certificate accounts, or to move money to or from an account or financial institution outside the jurisdiction of the U.S. **You must be an owner, or have the authority to transact, on both the account to be debited and the account to be credited.**

Approval Process

Transfer request(s) to a designated account are subject to verification and approval. We will notify you in writing once the transfer request has been approved. If we are unable to approve the transfer request (incomplete information, lack of your response to test transactions, lack of your response to request for additional information, etc.), we will notify you that the request cannot be honored at this time and explain the reason(s). We may, in our discretion, perform test transactions or other methods of account verification prior to approving transfer requests. When necessary, we may transfer small amounts to and from the receiving account as test entries. Approval of the transfer request will be dependent upon your timely response to the test transactions. Should this additional security measure be required, we will notify you in writing, requesting a response within a set period of time. Your failure to respond to the notice may result in the termination of your transfer request. Upon approval or denial of any request to initiate automatic funds transfers, we will notify you in writing.

Processing Timeframes

Funds Sent to Other Institutions

Transfer(s) will be sent on the date requested, unless the date falls on a weekend or holiday, in which case the transfer(s) will be sent on the next business day after the weekend or holiday. Each financial institution internally

processes inbound transfer differently, therefore, we cannot guarantee the date on which the receiving Financial Institution will make the funds available to the recipient.

Funds Received from Other Institutions

Transfer(s) that are received from other financial institutions will be credited to the member's account after a funds holding period. Refer to the *Digital Banking Money Movement Help Guide* for details.

Cut-off Time

Processing of inbound and outbound transfers occurs daily. The cut-off time to submit a transfer is listed in the *Digital Banking Money Movement Help Guide* for details.

Returned ACH Items

Should a requested transfer be returned or be unable to process due to uncollected or non-sufficient funds, a Non-Sufficient Funds Fee may be charged to the account on which the transfer is established, as disclosed in the Credit Union's *Fee Schedule*. Outgoing credit entries for which funds are not sufficient to initiate the transfer may be charged a fee and may not be re-initiated for the current scheduled transfer date; however, the next scheduled payment will be attempted on the next scheduled transfer date. At our discretion, we may attempt to re-initiate a debit transfer before deeming the transfer as an unpaid return. Any item returned for any other reason code, such as "Account Closed," "Payment Stopped," "Unauthorized," "Authorization Revoked," "Non-Transaction Account," "Invalid Account Number" and "No Account /Unable to Locate Account," will result in the termination of the automatic funds transfer authorization to which the item relates. The Credit Union reserves the right to immediately cancel this *Transfer Agreement* if the account is not current or maintained in good standing, prior transfers are cancelled or returned due to insufficient funds, authorization is revoked, stop payment is issued, the account is frozen, a receiver disputes authorization of this transfer, the Credit Union suspects any fraudulent action, or any similar reason. You must maintain an account in good standing with the Credit Union at all times during the term of this *Transfer Agreement*. You agree to maintain sufficient available funds to cover the transfer. You acknowledge that once the transaction is submitted to the Credit Union systems, reversal for any reason is not guaranteed.

You understand that the Credit Union will not be held liable for any errors created by or as a result of your authorization to initiate the Transfer Service; any errors created by or as a result of your authorization to initiate the Transfer Service are your responsibility and liability.

Financial Information and Audit

The Credit Union may from time-to-time request information from you in order to evaluate a continuation of the Transfer Service to be provided by the Credit Union hereunder and/or adjustment of any limits set by this Transfer Agreement. You agree to provide the requested financial information immediately upon request by the Credit Union, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Transfer Agreement or the Transfer Service. If you refuse to provide the requested financial information, or if the Credit Union concludes, in its sole discretion, that the risk is unacceptable, if you violate this Transfer Agreement or the NACHA Rules, or if you refuse to give the Credit Union access to your records, the Credit Union may terminate the Transfer Service and this Transfer Agreement according to the provisions hereof.

Amendments

The Credit Union may amend this Transfer Agreement from time to time upon written notice to you. The Credit Union may also terminate this Transfer Agreement if it deems such action necessary or appropriate under the circumstances.

By agreeing to these terms, you certify that: (1) you maintain ownership of and have full authority on any accounts you designate under this Transfer Agreement to initiate transactions at both the Credit Union and the Financial

Institution(s); and (2) all of the information you provide to the Credit Union with ACH requests shall be true, correct and complete.

Instant Account Verification

We and our service providers may use the account number, routing number, and login information for your external financial institution account that you provide for purposes of verifying your identity and ownership of the external account. You expressly consent to the Credit Union and our service providers using the information you provided for the duration of your business relationship with the Credit Union solely to verify your identity and ownership of the external account. You may review our privacy policies relating to information you provided at spectrumcu.org under Privacy Notice.

WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS TRANSFER SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT

Bill Payment

Use of the Bill Payment Service. The Bill Payment Service allows you to pay bills either on an automatic, recurring basis or periodically as you request. You must provide us with the name and address of the Payee (i.e., the party to be paid), your account/reference number (if any) with that party, and any other information we require to properly debit your Account with us and credit your account with the Payee. Payments can be made to any legal entity within the U.S. and its territories. You may not make any alimony, child support, tax, or other governmental or court-ordered payment using the Bill Payment Service. Please allow seven (7) business days for processing the information. If you wish to add or delete Payees, you may make these changes through the Bill Payment Service. You authorize us to make all changes you submit through the Bill Payment Service or that are submitted by any other person having access to your Bill Payment Service ID, Password, and Account information.

Definitions.

“Payee” means the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Send On Date” means the date a payment will start to process.

Minimum Access Requirements. To use the Bill Payment Service, you must be able to log in to Online Banking or Mobile Banking.

Types of Available Transactions. You may use the Bill Payment Service to perform the following transactions:

- Review bill payment transaction history
- Issue payments to pay balances on Accounts with us or with other institutions

Bill Payment Service. When you sign up for the Bill Payment Service, you must designate an Account with us as your bill payment Account. You may only make bill payments in amounts listed in the *Digital Banking Money Movement Help Guide*. When you schedule a bill payment using the Services, you authorize us to withdraw the necessary funds from the bill payment Account. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your bill payment Account on the date we attempt to process payment. We reserve the right to enforce minimum and maximum payment amounts different from those listed here.

Processing Bill Payments. We deduct the amount of your transaction from your Account on the Send Date. If the date on which you schedule a payment falls on a weekend or holiday, we process the instruction on the prior Business Day. This means that your payment could be late because the payment will be processed after you intended the bill to be paid. Therefore, it is recommended that you check your automatic payments at the beginning of each month and adjust Send On Dates if needed. To ensure that your payments arrive on time, you must schedule payments to be processed **at least five (5) Business Days before** the payment due date for payments sent by check and **at least three (3) Business Days before** the payment due date for payments sent electronically. This generally allows sufficient time for the Payee to receive and post the payment. We are not responsible for postal delays or processing delays by the Payee. The cutoff time for processing bill pay requests is listed in the *Digital Banking Money Movement Help Guide*.

When you add Payees to the Bill Payment Service, you must enter your account/reference number and address as they appear on the relevant payment stub or invoice. Occasionally a Payee may choose not to participate in the services, or may require additional information before accepting payments electronically. We work with these Payees to encourage them to accept an electronic or check payment from the Credit Union. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future electronic payments to that Payee. In the unlikely event that this occurs, we will send you a notice. We may always refuse to make payments to certain Payees.

How Bill Payments are Made. We process all payments you make through the Bill Payment Service by either sending an electronic transmission to the Payee or by mailing a draft to the Payee, based on the information you have provided to us regarding the Payee. Please note that Payees who receive electronic delivery will receive your payment information, including the Account number, through a computed link. Please also note that drafts (i.e., paper checks) sent to Payees will be printed with your name, address, account number, payment date, and payment amount. Electronic payments are generally received and credited by most Payees within three Business Days. All drafts drawn on your Account are mailed through the U.S. Postal Service. Draft payments are generally received and credited by most Payees within five to seven business days.

Canceling Bill Payments. You may cancel a pending bill payment transaction. However, to do so, we must receive your instruction to cancel prior to the processing dates and times listed in the *Digital Banking Money Movement Help Guide*. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction. To cancel any transaction, you must go to the Bill Payment Service and follow the instructions regarding cancellations.