



Banking When and Where You Want

Internet Banking and Bill Payment Agreement

Effective Date: 8/6/2015

Electronic Services Department:

3600 Coffee Road
Modesto CA 95355

(209) 572-3600 or 800-44-Mocse

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1. Scope of Agreement

This Agreement between you and Mocse Federal Credit Union (Mocse), 3600 Coffee Road Modesto CA 95355 governs your use of our Internet Banking and Bill Payment services (the "Service"). The Service permits our Members to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement.

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

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

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Section 4. To print, select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

If you need a paper copy of this Agreement, please contact our Electronic Services Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

3. Definitions

User ID - means an User Identification Code used to access the Internet Banking Service

Affiliates - means a company related by common ownership or control

Agreement - means these terms and conditions of the Internet Banking and Bill Payment services.

Authorized User - is any Primary Member, Joint Owner, or Authorized Signer on a Business whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

Bill Payment Service Provider - refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, Fidelity Information Services (FIS).

Billers - is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

Billing Account - is the checking account from which all Service fees will be automatically debited.

Business Day - is every Monday through Friday, excluding Federal Reserve holidays. Transfers between your Eligible Accounts can be scheduled and posted on Saturday, Sunday, and Federal Reserve Holidays.

Business Member - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Pacific Standard Time zone. For posting purposes, we will process all transactions completed by 6:00 pm on the same Business Day. Transactions completed after 6:00 pm will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

Cut-Off Time - shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

Due Date, or Deliver By Date, or Delivery Date - shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

Eligible Accounts - An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Fee Account - shall mean the checking or similar account for which you are an authorized signer, and from which Mocse may automatically debit or otherwise collect all Service fees.

Funding Account - shall mean the checking or similar account for which you are an authorized signer, and from which Mocse may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

Joint Accounts - an Eligible Account that is added to the Service which is jointly held or has multiple signers.

Member - Refers to a natural person who owns an Eligible Account at Mocse and who uses the Service primarily for personal, family, or household purposes.

Merchant - shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

One-Time Payment - shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

Password - means your password that is known solely by you and not by Mocse or our Service Providers that you use to access the Internet Banking Service.

Payee - shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize Mocse to remit payments on your behalf through the Service.

Payee List - shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

Payment - shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

Payment Account - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

Payment Amount - shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

Payment Date, or Withdraw On Date, or Withdrawal Date - shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

Payment Instructions - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

Recurring Payment - shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

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

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

Service - means the Internet Banking, Bill Payment and Delivery services offered by Mocse through its Service Providers.

Service Guarantee - the amount Mocse's Service Providers will bear responsibility for in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that Mocse may involve in the provision of Internet Banking, Bill Payment, and electronic Bill Delivery services.

You, your, or Subscriber -As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, Business Customer, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

We, us, our, or Mocse - As used within this Agreement, refer to Mocse and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Mocse may involve in the provision of the Service.

4. Prerequisites for Enrolling in the Internet Banking Service

In order to enroll in the Internet Banking Service:

- You must have an Eligible Account with Mocse
- Your account with us must be in good standing.
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128 bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Some features of the Internet Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Internet Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Internet Banking Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that impact your ability to access the Internet Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

5. Electronic Disclosures

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

- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Privacy notices
- Account Alerts

The equipment necessary for accessing these types of disclosures electronically is described above in Section 4.

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

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

- Sending us a letter to 3600 Coffee Road Modesto CA 95355
- Sending us a secure message through the Internet Banking Service, or
- By contacting us at this phone number: (209) 572-3600 or 800-44-MOCSE

If you send us a secure message through the Internet Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can “opt-out” of electronic delivery on the “Statements” page within the Internet Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for e-statements and then later close your accounts with Mocse, your access to the Internet banking Service will also be terminated. You may request paper copies of historical statements at the address listed above. Please refer to the Schedule of Fees & Charges at www.mocse.org

You should print or save a copy of all disclosures delivered electronically. Internet banking customers may request paper copies of disclosures such as this Internet Banking Agreement free of charge

If you enroll for the Service in one of our office locations, we will send you a secure message and ask you to confirm your ability to access the Service and e-statements.

6. Basic Internet Banking Services

The basic features currently available through the Service include:

- Up to 18 months of complete Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Enroll and access Account Statements (when enrolled for eStatements)
- Transfers between your accounts at Mocse and other Financial Institutions (upon authorization and account verification)
- Secure e-mails via the Service’s messaging system
- View loan and/or credit card balances
- Payments to loans at Mocse
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads into Quicken
- Receive account Alerts on account activity
- Mobile Banking, SMS and Text Banking on enrolled mobile devices

Bill Payment services are optional. You can request Bill Payment privileges by selecting the Bill Pay tab and enrolling for the service, contacting our Electronic Services Department or sending us a secure message. Bill Payment customers also have access to electronic Bill Presentment or eBills delivery.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

7. Other Basic Internet Banking Features

(A) Stop Payment Feature

The stop payment feature within the Service is only for stopping payments on checks that you have written from your account. This feature is accessible in the “Online Services” menu of the Internet Banking Service and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Member Services Department directly via telephone or in person.

The stop payment feature within the Service should NOT be used to cancel transfers, Bill Payments or electronic payments.

There is typically a stop payment fee associated with this feature. Please refer to our schedule of fees and charges for additional information or contact us at (209) 572-3600. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available within the Service.

(B) Address Change, Order Documents, & Secure E-Mail

Additional features within the Service include: secure emails, address changes, and document requests. The submission of requests, such as those for address changes, or document requests will generate a secure email to Mocse. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Member Services Department.

In addition, in the User's Services menu, you can request Bill Payment services and the addition/ removal of Linked Accounts. There may be additional fees associated with some of these services. Fees will be disclosed in our schedule of fees and charges and/or at the time of your request.

8. Fees

Basic Internet Banking Service & Bill Payment Fees – No charge

Additional Bill Payment Charges for requested Services and Other Items. These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Service error.

- Return Check or ACH payment due to Subscriber Error or NSF \$20.00

Mocse and/or the Service provider reserve the right to charge you for research time involving payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Internet Banking Service was used during the billing cycle.

9. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your User ID and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Electronic Services Department will verify the information you submit for accuracy and proper authorizations. You will receive a confirmation by e-mail once your enrollment is approved and completed. And you may begin using the Service.

Once you enroll in the Internet Banking Service, you can enroll mobile devices for access under the "User Services" menu (tab) of the Service. You can enroll your mobile device for Internet Banking and Bill Pay Services by mobile app, web browser, and text banking. Once a mobile device is registered you can access the Service.

10. Linked Accounts

When you first enroll for Internet Banking Service we will link all of your designated Eligible Accounts under the account used to enroll to one User ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (209) 572-3600 or 800-44-MOCSE, add a new "Cross Account" Online Account access under the "User Options" menu (tab) of the Service and select "Cross Account Access Permissions", or send us a secure email message through the Service. Permission of cross account access requests are granted by the other account owner within the Service by accessing "User Options" menu (tab) of the Service and select "Cross Account Access Permissions" or by Mocse if the requested cross account is not enrolled for Internet Banking Service.

With the exception of sole proprietors, Business Customers may NOT link personal Consumer accounts to the Service.

If the Eligible Accounts added to the Service are jointly held or have multiple signers you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the Service.

11. Signature Requirements

When any online transfer or other Payment Instruction is initiated through the Internet Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Internet Banking Service. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Internet Banking Service

Authorized Users of Business Members that may be assigned payment or transactional capabilities through the Internet Banking Service should be authorized by the Business Member to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each Linked Account, the Business Member account owner(s) has the obligation to inform Mocse of the new individual or individuals with such authority. Such notice must be given to FI by calling us at (209) 572-3600 or 800-44-MOCSE. You may also write us at:3600 Coffee Road Modesto CA 95355

12. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "Balance" and "Available" on the "Accounts, Summary" page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

13. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made a minimum of one hour before the transfer is scheduled to be processed the same Business Day
3. For transfers, you can change the transfer amount to \$0.00, or if you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

14. Transaction Limitations

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at Mocse. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations (Regulation D) restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period. Online account transfers and bill payments are counted toward the six permitted monthly transfers. This limitation does not apply to transactions conducted at ATMs, in person or by mail. Internal transfers to make payments to your loan accounts and requests for withdrawals by check made payable to you are also excluded from this limitation Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking, therefore Mocse currently limits the Bill Payment Service to only Checking Accounts.

15. Bill Payment Service Terms and Conditions

Please read carefully. This is your agreement with Mocse Credit Union. By using Mocse Credit Union's Bill Payment Service you agree to be bound to the terms and conditions herein.

You may use Mocse's Bill Payment Service, to direct Mocse and/or Service provider to make payments from your Funding Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Funding Account.

(A) Service Guarantee

The Service provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

(B) Responsibility

The Service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor Mocse shall be liable for any Payment transaction if:

- you do not have enough money in your Funding Account to complete the transaction;
- a legal order prohibits withdrawals from your account;
- your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount;
- the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
- you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services;
- any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly;
- you did not provide complete and correct Funding Account, Payment or Payee information;
- you did not properly follow the instructions or terms and conditions for use of the Service; you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment;

- there is a postal delay; or
- circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

(C) Liability

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Mocse and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Mocse and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify Mocse after you learn that you have not received credit from a Payee for a Payment. Mocse and/or Service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be the Mocse's and/or Service provider's agent. In any event, Mocse and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Mocse and/or Service provider has knowledge of the possibility of them. Mocse and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Mocse's and/or Service provider's reasonable control.

(D) Setting up and Maintaining Payees

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or Mocse reserve the right to refuse or remove a Payee for any reason.

(E) Setting up Payments

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Mocse's control. The Service provider and/or Mocse reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date or Due Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date or Due Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Times are; 1:00 pm Pacific Standard Time for check payments, 5 pm Pacific Standard Time for electronic (ACH) payments. Next day payments that are not expedited payments depend on the payee. The Services will always communicate the fastest delivery times available. The Service provider and/or Mocse may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an

additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor Mocse shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, nor as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

Payments limits are \$9,999.99 for an individual payment and \$20,000.00 daily cumulative for each member.

(F) Editing or Canceling Payments

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

(G) Stop Payment

You may request to stop payment after a payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and Mocse will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

(H) Prohibited Payments

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

(I) Exception Payments

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall Mocse or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility.

(J) Bill Payment Process

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably possible.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service provider nor Mocse shall be responsible for late payments, nor reimburse you for late fees, due to:

- U.S. postal delivery issues;
- electronic remittance network issues;
- your Payee's payment processing procedures;
- instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or
- other circumstances beyond its control.

(K) Authorization

When you schedule a Payment, you expressly authorize the Service provider and/or Mocse to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize Mocse to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to Mocse. Mocse reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and Mocse has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree Mocse, at its option, may charge any of your accounts at Mocse to cover such Payment obligations.

You authorize the Service provider and Mocse to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

You agree that the Service provider will set an expiration date for payment checks of up to ninety (90) days following the date of the payment check. If a check has not been presented to the Service provider for payment on or before the expiration date the Service provider may choose to cancel the check, refund the amount of the check, and notify you that the payment did not post.

(L) Returned Payments

In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

(M) Biller Limitation

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

(N) Failed Transactions

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

- You will reimburse our Service Provider and/or Mocse immediately upon demand for the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider and /or Mocse for any fees, it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider and/or Mocse is authorized to report the facts concerning the return to any credit- reporting agency.

In the case of a returned payment due to insufficient funds (NSF) or other ACH return reason our service provider will automatically block your access to Bill Payment services including:

- All unprocessed scheduled payments will be cancelled:

- To collect the funds for the returned payment the Service Provider and/or Mocse may attempt to any of the following: retry the payment, stop payment if the payment is made by check, or reverse the payment back to the payee when allowed;
- If the funds are collected and no additional payments returns have been received after five (5) business days Bill Payment services will be unblocked; and
- You may reschedule any payments that were cancelled due to a blocked condition.

(O) Bill Delivery and Presentment

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

1. **Information Provided to the Biller** - We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

2. **Activation** - Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
3. **Notification** - Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
4. **Cancellation of Electronic Bill Notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
5. **Non-Delivery of Electronic Bill(s)** - You agree to hold harmless, Mocse and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
6. **Accuracy and Dispute of Electronic Bill** - Neither Mocse, nor its Service Providers are responsible for the accuracy of your electronic bill(s). Mocse and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

(P) Virus Protection

Neither the Service provider nor Mocse is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

(Q) Damages and Warranties

In addition to the terms previously disclosed, Mocse and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Mocse or one of its suppliers. In addition, Mocse and/or Service provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Mocse and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. Mocse and/or Service provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Mocse nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services, or contained in any third party sites linked to or from Mocse and/or Service provider's web sites. MOCSE AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. MOCSE AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

(R) Indemnification

Subscriber shall indemnify, defend and hold harmless Mocse and Service provider and their affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of:

- Subscriber's negligence;
- Subscriber's failure to comply with applicable law; or
- Subscriber's failure to comply with the terms of this Agreement.

(S) Amendment and Termination

Mocse and Service provider reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, you will be notified by:

- electronic mail;
- physical mail at the address shown in our records;
- update of our web site; and/or
- as otherwise permitted by law.

Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes.

You may terminate this Agreement by written notice to Mocse. Neither Mocse nor Service provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

(T) Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of California, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering California, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

(U) Assignment

Mocse and Service provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party.

(V) Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Mocse.

(W) Disputes

In the event of a dispute regarding the Service, you and Mocse and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Mocse employee or Customer Service Department and the terms of this Agreement, the terms of this Agreement shall prevail.

(X) Waiver

Mocse and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Mocse and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

(Y) Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

16. Links to Other Sites

Information that the Service provider or Mocse publishes on the World Wide Web may contain links to other sites and third parties may establish links to Service's site. Neither the Service provider nor Mocse makes any representations or warranties about any other web site that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service provider nor Mocse endorse the products or services offered by any company or person linked to this site nor is the Service provider or Mocse responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

17. Account to Account Funds Transfer Services

Regulation D stipulates that there is a maximum of six (6) transfers per month from each savings overdraft source. This includes transfers from your Regular Share, Club Accounts, or Money Market Accounts using Call 24, Internet Banking, and pre-authorized transfers. When the maximum of six transfers has been reached in a calendar month, no additional overdraft transfers will be processed from the Regular Share or Money Market Accounts.

(A) Sending Funds Transfers

You may subscribe to certain services such as external transfer requests for ACH system funds transfers which will move money from another financial institution into your Credit Union account or from your Credit Union account to another financial institution.

(B) Transaction Limits

There is a total transaction(s) limit of \$2,000 per day, per account.

(C) Amending or Cancelling Transfer Requests

You may not amend or cancel a transfer after you have entered it.

(D) Inconsistency of Name or Number

The receiving financial institution may make the deposit to the beneficiary account based solely on the account or other identifying number, even if the name on the transfer request differs from the name on the account. We, or an intermediary financial institution, may send a transfer request to an intermediary financial institution or the beneficiary financial institution, even if the transfer request indicates a different financial institution's name.

(E) Sending Transfer Requests

We may select any intermediary financial institution, funds transfer system or means of transmittal to send your funds transfer. Our selection may differ from that indicated in your instructions.

(F) Errors or Questions about your Transfer Requests

We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically. You must notify us immediately if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 60 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within this 60-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

(G) Notice of Funds Transfer

We notify you that we have received funds transfers by listing them on your account statement. Statements are sent by mail and are also available in Internet Banking under eStatements. We are not obligated to send you a separate notice of each incoming funds transfer. We generally do not provide such separate notices. We are not obligated to pay you interest for the period before the transfer is received. If you are expecting a funds transfer and want to find out if it has been credited to your account at Mocse Credit Union, log into Internet Banking or contact us at 209-572-3600 or (800) 446-6273

(H) ACH Debits and Credits

Upon your request, originators that you authorize may send Automated Clearing House (ACH) credits and debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representations and warranties contained in these operating rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

18. Remote Deposit Services Agreement

By requesting and using Remote Deposit Capture Services, you agree that agreements governing the Mocse accounts you access using the Services ("Account Agreements") are incorporated into and made part of this RDC Agreement. In the event of a discrepancy between this RDC Agreement and your Account Agreements, this RDC Agreement will control.

(A) Use of the Services

You can use RDC Services to remotely deposit paper checks payable to you to a Mocse account that you own and select your RDC deposit to credit by electronically transmitting a digital image of the paper check to us for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this RDC Agreement. To use the Services, you will need a mobile device with a camera and Internet access. Upon our receipt of a digital image the front and back of a check ("Check Image") from you, we will review the Check Image for acceptability. We will not be deemed to have

received a Check Image until after we notify you of receipt of the Check Image via onscreen messaging and/or email notification. Your receipt of a notice from us confirming receipt of a Check Image does not mean that the Check Image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any Check Image that we do not receive. Following receipt of the Check Image, we may process the Check Image by preparing a “substitute check” as defined in the Check Clearing Act for the 21st Century or by clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. Any amount credited to your Account for items deposited using RDC Services is a provisional credit and you agree to indemnify the Mocse against any loss we suffer because of our acceptance of the remotely deposited check.

In addition, you agree that you will not:

1. modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or RDC Services,
2. copy or reproduce all or any part of the technology or RDC Services; or
3. interfere, or attempt to interfere, with the technology or RDC Services.

(B) Personal Guarantee Specific to Deposits Received for Credit to a Business Account

Your use of the RDC Services for the purpose of depositing to a Business Account constitutes your understanding and agreement that you may be personally liable for any expenses that we incur in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event the Business on whose behalf you make this Guarantee defaults. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney’s fees as applicable, as well as any and all costs associated with our enforcing this Guarantee. This Guarantee shall benefit the Mocse and our successors and assigns.

(C) Compliance with Law

You agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this RDC Agreement. You further agree not to use any Mocse product, service or access device, including but not limited to RDC, for illegal activity such as illegal online gambling.

(D) Check Requirements

Any image of a check that you transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you must endorse the back of the original check consistent with any endorsement specifications set forth in your Account Agreements. The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You understand that you are solely responsible for the quality of the Check Image submitted for deposit using RDC Services.

(E) Rejection of Deposit

We are not liable for any service or late charges levied against you due to our rejection of any item submitted by Remote Deposit Capture. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

(F) Items Returned Unpaid

A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that you transmit to us for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account of deposit. All credits resulting from Remote Deposit Capture are provisional until final payment by the institution on which the deposited item is drawn.

(G) Joint and Several Liability for Joint Accounts

If a Mocse Account has more than one owner, whether that person is designated as a “member,” “joint owner” or otherwise, each owner acknowledges joint and several liability for all activity occurring on the joint Account. Each of you agrees that if you become indebted to us as a result of authorized use of the Services and that debt is not paid upon our demand or as otherwise required by any Agreement any of you has with us, we can, unless prohibited by law or an agreement governing an Account, take funds from any Mocse Account in which any of you has an interest to recover all or part of the unpaid debt, without notice and without waiving other rights we have to collect the debt.

(H) Unavailability of Services

RDC Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, you can deposit an original check at our branches, through our ATMs or a Co-Op ATM Deposit location, or by mailing the original check to us at 3600 Coffee Road, Modesto, CA 95355. It is your sole responsibility to verify that items deposited using RDC Services have been received and accepted for deposit by us. However, we will email notification of items submitted by Remote Deposit Capture that are rejected by the next business day following rejection.

(I) Funds Availability

Funds from items deposited by Remote Deposit Capture will be available when finally paid by the institution on which they are drawn, or earlier at our sole and absolute discretion.

(J) Accountholder’s Warranties

You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Services:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- Other than the digital image of an original check that you remotely deposit through RDC Services, there are no other duplicate images of the original check.
- You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information you provided in any Application for RDC Services remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
- You have not knowingly failed to communicate any material information to us.
- You have possession of each original check deposited using the Services and no party will submit the original check for payment.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

(K) Endorsement Requirement

Prior to imaging any item through RDC will include your endorsement in blue or black ink “for deposit only”

(L) Storage of Original Checks

You agree to securely store each original check for a period of 90 days after transmission of the Check Image to us. If you are using RDC Services to deposit items into an account in the name of a business to which you are a party, you understand this means the original check(s) must be accessible only by your authorized personnel; persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such storage period expires, you agree to destroy and dispose of the original check in a manner that will prevent it or any image of it from

being renegotiated. You understand and agree that you are responsible for any loss caused by my failure to secure or properly destroy and dispose of the original checks.

(M) Securing Images on Mobile Devices

Check images captured using a mobile device will be stored on mobile the device only until the associated deposit has been successfully submitted. You agree to promptly complete each RDC deposit conducted using a mobile device. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the associated images from the application.

(N) Accountholder's Indemnification Obligation

You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of RDC Services and/or breach of this RDC Agreement. This paragraph shall survive the termination of this RDC Agreement.

(O) In Case of Errors

In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this RDC Agreement, I will immediately contact you regarding such error or breach as set forth below.

By telephone: (209) 572-3600 or (800) 44-Mocse

By mail: 3600 Coffee Road, Modesto, CA 95355

(P) Limitation of Liability

We are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this RDC Agreement.

(Q) Charges for Use of the Services

The fee for the RDC Service is Free. Please refer to the Mocse Schedule of fees and charges for other fees such as returned deposited items.

(R) Disclaimer of Warranties

WE DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR MOBILE DEVICE HARDWARE, SOFTWARE, OR OTHER EQUIPMENT. WE DO NOT MAKE ANY WARRANTIES REGARDING PERFORMANCE OR NON-INFRINGEMENT OF RDC SERVICES, AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT RDC SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. WE WILL BE LIABLE ONLY FOR ACTUAL DAMAGES THAT ARISE FROM OUR GROSSLY NEGLIGENT OR INTENTIONAL FAILURE TO PROPERLY COMPLETE TRANSACTIONS INITIATED USING RDC SERVICES.

(S) Change in Terms

We may change the terms and charges for RDC Services by notifying you of such change and may amend, modify, add to, or delete from this RDC Agreement from time to time. Your use of the Services after receipt of notification of any change by us constitutes your acceptance of the change.

(T) Termination of the Services

You may, by request, terminate RDC Services provided for in this RDC Agreement. We may terminate my use of the Services at any time upon legally required notice. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

(U) Relationship to Other Disclosures

The information in this RDC Agreement applies only to RDC Services. Provisions in other agreement and disclosure documents provided to you by us, as may be revised from time to time, remain effective for all other aspects of the Account.

(V) Periodic Statement

Any remote deposits made through the Services will be reflected on your monthly Account statement and will also be available for review via Online Banking and Mobile Banking. You must notify us of any error relating to images transmitted using RDC Services by no later than 30 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

(W) Limitations on Frequency and Dollar Amount

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that we may establish from time to time.

(X) Unacceptable Deposits

You are not permitted to deposit the following items using RDC Services:

- Any item drawn on any account of yours or any affiliate of yours;
- Any item payable to others (even if endorsed over to you);
- Any item remotely created or demand draft (lacking the original signature of the person authorizing the check);
- Any substitute item (created from an electronic image);
- Any item that is stamped with a “non-negotiable” watermark;
- Any item that contains evidence of alteration to the information on the check, anything not authorized by the owner of the account on which the item is drawn, or any irregularity of any kind;
- Any item suspect to be fraudulent or not properly authorized;
- Any item previously returned unpaid for any reason;
- Any item issued by a non-U.S. financial institution;
- Any item issued in a non-U.S. currency;
- Any item that is incomplete;
- Any item that is “stale dated” or “postdated;”
- Any item exceeding your RDC deposit limits
- Rebate Checks
- Money Orders
- Savings Bonds

(Y) Changes in Financial Circumstances

You agree to inform us immediately in the event of a material change in your financial circumstances or in any of the information provided in any Application including any supporting financial information. If you are using RDC Services to deposit items into an account in the name of a Business to which you are a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at your business; (b) any change in a representation or statement made or furnished to us by you or on your behalf in any Application; (c) a material change occurs in your ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) you liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) you sell any assets except in the ordinary course of your business as now conducted, or sell, lease, assign or transfer any substantial part of your business or fixed assets or any property or other assets necessary for the continuance of your business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) you cease doing business, become insolvent, a receiver is appointed for all or any part of your property, you make an assignment for the benefit of creditors, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of your indebtedness to us, whether related or unrelated to the Account or RDC Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading; (h) you or any

guarantor dies; if you are a sole proprietorship, the owner dies; if you are a partnership, any general or managing partner dies; if you are a corporation, any principal officer or 10.00% or greater shareholder dies; if you are a limited liability company, any managing member dies; if you are any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) 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; (j) a judgment or judgments is entered against you or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days or stayed pending appeal; (k) 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; (l) an adverse change occurs in your financial condition or applicable credit histories; and (m) you are in default under any agreement for borrowed money or any other material contract. You agree to provide us any financial records we reasonably request to determine your financial status during the term of this RDC Agreement.

(Z) Confidentiality

You agree that confidential data relating to our Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this RDC Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

(AA) 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.

(BB) Relationship

This RDC 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.

(CC) Attorneys' Fees

The prevailing party in any legal or equitable action arising out of this Agreement will recover its reasonable attorneys' fees and costs in addition to any other remedy the court finds proper.

19. Privacy

We understand how important privacy is to our members. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our [privacy disclosures](#) before completing the enrollment process for the Service

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions
- Where it is necessary for activating additional services
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller
- In order to comply with a governmental agency or court orders
- If you give us your written permission.

Please refer to our [privacy disclosures](#) for additional detail on disclosure of account information.

20. Internet Security

The Internet Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Internet Banking Service, our Electronic Services Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Internet Banking Service.

User IDs and Passwords - One of the main security features protecting the Internet Banking Service is the unique combination of your User ID and Password. During the enrollment process, you will be asked to select a unique User ID and Password. For security purposes, do not use your account number or social security number as your User ID. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact Mocse for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should not be shared with anyone.
- The Change Password screen within the Internet Banking Service defines the rules for creating a new Password.

When you enroll for the Internet Banking Service you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the "User Options" menu after you log on to the Internet Banking Service.

NEITHER MOCSE NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR USER ID, PASSWORD, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR ELECTRONIC SERVICES DEPARTMENT IMMEDIATELY.

Encryption - The Internet Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Internet Banking Service. The Internet Banking Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Certificate Authority- The servers hosting the Internet Banking Service have been certified by a certificate authority to assure you that you are actually talking to the Internet Banking Service instead of someone pretending to be us. By clicking on the lock within the Internet Banking Service, you can view the certificate to ensure it's valid.

Cookies -During your use of the Internet Banking Service, our Internet banking Service Provider will pass an encrypted *session cookie* to your computer that enables us to process multiple transactions during the session without having to provide an User ID and Password for each individual transaction. You must accept this cookie to use the Internet Banking Service. The *session cookie* is stored on your computer's hard-drive, identifying your computer while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser.

Multi-Level Authentication- We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (Authorization Code) which can be used to help authenticate your login or transaction requests.

21. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER MOCSE NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Internet Banking Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send online banking users security related notices or reminders; it is your responsibility to read all security notices.

22. Protecting Your Password

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Internet Banking Service using a valid User ID and Password, including those situations when your User ID and Password are obtained due to compromise to your computer. If you permit other persons to use the Internet Banking Service with your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (209) 572-3600 or 800-44-MOCSE during customer service hours. You can also contact us by sending a secure message through the Internet Banking Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE INTERNET BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

23. Our Liability for Failure to Complete Transactions

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

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

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

24. Documentation and Verification of Payments and Transfers

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

25. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

(A) Errors and Questions

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

- Telephone us at (209) 572-3600 or 800-44-MOCSE during business service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at 3600 Coffee Road Modesto CA 95355

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s), and User ID;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will

provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

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

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

(B) Consumer Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your User ID or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Password, User ID used or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password, User ID or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

26. Alterations and Amendments

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

27. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you. [

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the User Services menu or by contacting our Member Services Department in writing at 3600 Coffee Road Modesto CA 95355.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

28. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Electronic Services Department or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 12 consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must contact our Electronic Services Department.

29. Exclusions of Warranties and Limitation of Damages

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

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE INTERNET BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE INTERNET BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE INTERNET BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER MOCSE NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

THE FOREGOING SHALL CONSTITUTE MOCSE AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL MOCSE OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE INTERNET BANKING SERVICE.

30. No Unlawful or Prohibited Use

As a condition of using the Internet Banking Service, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Internet Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

31. Assignment

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

32. No Waiver

Mocse and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any 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.

33. Disputes

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

34. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

35. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Mocse and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

36. Governing Law and Relation to Other Agreements

Accounts and services provided by Mocse may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State California, without regard to its conflicts of laws provisions.

Electronic Funds Transfer Agreement and Disclosure

A. Introduction/Scope of Services

1. Electronic Funds Transfers (EFTs) are payments to or withdrawals from your accounts that are started electronically. This agreement applies to transactions initiated by (1) VISA® Debit Cards, ATM Cards at our proprietary ATMs and ATMs displaying logos of ATM networks that we designate from time to time, (2) CALL-24 (Audio Response), (3) Internet Banking including Bill Payment and Mobile Banking accessible through cellular phones or tablets with internet access (4) ATM Cards and VISA® Debit Cards at Point-of-Sale (POS) terminals on networks that we designate from time to time, (5) third party transfers through your account via Automated Clearing House, including electronically converted checks, (6) automatic transfers out of your account to third parties or (7) use of a VISA® Debit Card at participating VISA merchants. In some cases the terms "EFTs" or "EFT devices" refer to all transactions and methods of making transactions under this part of the Agreement. This agreement does not apply to wire transfers. By applying for, retaining and using any type of EFT access device offered by the Credit Union, you consent to the terms of this Agreement. An access device is a Card, a PIN, Code or combination of devices.

B. Eligibility

1. To qualify for EFT services, you must be a member of the Credit Union in good standing (including the deposit and maintenance of \$5 in a Share Savings Account and meeting your loan obligations), and your checking account history with the Credit Union and other institutions must be satisfactory. To qualify for a VISA® Debit Card, you must have a Credit Union Checking Account.

C. Personal Identification Numbers (PIN) and Passwords

1. Use. You cannot use a VISA® Debit Card or ATM Card at an ATM or POS terminal without keying your Personal Identification Number (PIN) into the ATM or terminal. Your randomly selected PIN will be given to you when you request a Card. After you have received your Card, you can choose your own PIN at one of our branches. You cannot use Internet Banking or Bill Payment including Mobile Banking without a confidential password that you select. You cannot use CALL-24 without a confidential access code. We recommend that you change the access code we assign to you the first time you use CALL-24.
2. Security. Keeping your access code, PIN and password ("codes") secret will help keep any unauthorized person from taking money out of your Credit Union accounts. To keep your codes secret, please follow these simple rules. Memorize them, just as you learn frequently called telephone numbers. Do not write your codes on your Cards or keep them near your Cards. Do not keep your codes near your home or office telephone or computer. If you must write your codes down, write them in a way that won't make it easy for someone to recognize what they are and use them. Don't let anyone use your Cards or codes or watch you key in your codes.
3. Authorized Users and Your PIN, Code or Card. If you ask us to issue a duplicate Card, Code or PIN, or if you give anyone else your Card, Code and/or PIN, that person can make any transaction on your accounts that you could make yourself. Any transaction made by someone to whom you have voluntarily given your Card, Code and/or PIN is considered authorized, regardless of any limits you may have set on that person's permission to access your accounts. You are responsible for any transactions that person makes. For example, if you give your friend your Card and PIN and tell her to buy groceries in April, and in October she uses your Card to obtain cash from an ATM, the October transaction is considered authorized even though you may not have given her permission to make it. The Credit Union is not subject to agreements between you and other people. The only way you can stop a person to whom you have given your Card, Code and/or PIN from accessing your accounts is to ask us to cancel the Card, Code or PIN.

D. Services

1. CALL-24 – Automated Telephone Access to Your Accounts.
Our CALL-24 System lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. We will give you instructions on how to change your access code and conduct transactions on your account by phone. Use of CALL-24 is free.
 - a. Services
By keying in your access code and the proper command, you can:
 - i. Obtain account balances

- ii. Obtain certificate rates and maturity dates
 - iii. Obtain loan balances, available credit, and payment information
 - iv. Obtain deposit and transaction history on accounts
 - v. Transfer funds between one of your accounts to another (except Certificate, IRA and Club Accounts)
 - vi. Transfer funds to make Credit Union loan payments
 - vii. Obtain a loan advance in the form of a deposit to one of your accounts or a check payable to you and mailed to you at your address in our records
 - viii. Transfer funds to another member's account (if you have activated this feature)
 - ix. Obtain dividend information
 - x. Obtain loan interest information
 - xi. Change your PIN
- b. Limitations on CALL-24 Use
CALL-24 is available for your convenience 24 hours a day, 365 days a year, with minor interruptions for in-house maintenance. Federal regulations limit certain transfers by telephone, including CALL-24, *out of* your non-transaction accounts to six per month. (See the DEPOSITS AND WITHDRAWALS section of the Master Membership Account Handbook.)
- c. Documentation of CALL-24 Transactions
CALL-24 transactions will appear on your account statements.
- d. Unauthorized CALL-24 Transactions
Notify the Credit Union immediately if you believe an unauthorized person has gained access to your CALL-24 access code. You should also change your access code immediately. See "Unauthorized Transactions" in the "Terms Applicable to All EFTs" portion of this EFT disclosure for information on how to contact the Credit Union and other information on your potential liability for unauthorized transactions.
- e. Additional Terms Applicable to CALL-24
Other provisions of this Electronic Funds Transfer Agreement and Disclosure Statement apply to the use of CALL-24 unless by their terms they apply only to the use of one or more other EFT services. Please read to the section below entitled "Terms Applicable to All EFTs" carefully. These terms apply to CALL-24.

2. Internet Banking including Bill Payment Service and Mobile Banking – On Line Access to Your Accounts

Using your home computer with Internet access or a cellular telephone or tablet with internet access, you can access your accounts through the Credit Union's secure web site. Once you create a User ID and password, you can start conducting transactions. To access the system for future transactions you will need your User ID and password.

- a. Services
- i. Obtain account balances
 - ii. Obtain loan balances, available credit, and payment information
 - iii. Obtain and download deposit and transaction history on accounts
 - iv. Transfer funds between your accounts to another (except Certificate, IRA and Club Accounts)
 - v. Transfer funds to make Credit Union loan payments
 - vi. Obtain a loan advance in the form of a deposit to one of your accounts
 - vii. Transfer funds to another member's account (if you have activated this feature)
 - viii. Transfer funds to/from another account outside of Mocse
 - ix. Bill Payment
 - x. Enroll for account alerts
 - xi. Enroll and access electronic statements and notices
 - xii. Enroll for text banking

With Internet Banking Bill Payment, you can pay bills automatically without writing a check. You can either (i) automatically pay a set amount to a creditor on a specific day each month, or (ii) set up a payment account for a creditor but manually set the date and amount of each payment.

With Mobile Banking and your cellular telephone or tablet with internet access, you can (i) transfer funds between your checking, savings and loans, (ii) find out if checks have cleared, (iii) verify account balances (iv) access Bill Payment, and (v) deposit checks.

b. Limitations on Internet Banking, Mobile Banking and Bill Payment Use

Internet Banking, Mobile Banking and Bill Payment are available for your convenience 24 hours a day, 365 days a year, with minor interruptions for in-house maintenance.

Federal regulations limit Internet Banking (including Mobile Banking and Bill Payment) transfers and payments *out of* your non-transaction accounts to six per month. (See the DEPOSITS AND WITHDRAWALS in the Master Membership Account Handbook.)

All Internet Banking, Mobile Banking and Bill Payment transactions are limited to funds available in the accounts you access. Bill Payment payments may be made only out of your Checking Account. Bill Payment payments are subject to any overdraft protection arrangements you have with the Credit Union.

When you use Internet Banking Bill Payment (and Mobile Banking Bill Payment when it becomes available), follow the instructions provided when you log into the program. Be sure you input accurate information about your payees and accounts. It may take five to seven working days after the date you schedule your payment for it to reach the payee. Have sufficient funds available on the date your payment will be sent. Allow adequate time for your payment to reach the payee. We are not responsible for late payment fees unless your late payment is solely the result of our failure to follow your timely and accurate instructions.

c. Documentation of Internet Banking (including Mobile Banking and Bill Payment) Transactions

Internet Banking, Mobile Banking and Bill Payment transactions will appear on your account statements, and of course you can review your transactions using Internet Banking and Mobile Banking.

d. Unauthorized Internet Banking, Mobile Banking and Bill Payment Transactions

Notify the Credit Union immediately if you believe an unauthorized person has gained access to your Internet Banking, Mobile Banking and Bill Payment password or access code. You should also change your password and access code immediately. See "Unauthorized Transactions" in the "Terms Applicable to All EFTs" section of this EFT disclosure for information on how to contact the Credit Union and other information on your potential liability for unauthorized transactions.

e. Additional Terms Applicable to Internet Banking, Mobile Banking and Bill Payment

Other provisions of this Electronic Funds Transfer Agreement and Disclosure Statement apply to the use of Internet Banking, Mobile Banking and Bill Payment unless by their terms they only apply to the use of one or more other EFT services. Please read the section below entitled "Terms Applicable to All EFTs" carefully. These terms apply to Internet Banking, Mobile Banking and Bill Payment.

f. Fees

Internet Banking, Bill Payment and Mobile Banking are free of charge. Bill Payment services and transactions that would be subject to a fee (such as a check or ACH returned for insufficient funds) will be subject to the same fees. Special handling services, such as stop payments, expedited payments, and returned payments for insufficient funds, will be subject to fees. Please refer to the Schedule of Fees and Charges and the Internet Banking and Bill Payment Agreement and Disclosure.

3. Visa® Debit Cards and ATM Cards

a. Services

A Visa® Debit Card bears the Visa® logo, but it's not a credit card. It allows you and anyone you authorize to use the Visa® Debit Card to order the Credit Union to make payments from your Credit Union checking account without writing a check. It is clearly labeled "Debit Card" to distinguish it from our Visa® Credit Card. A Visa® Credit Card offers cash advances at ATMs. The Credit Card features are described in the separate Cardholder Agreement and Truth in Lending Disclosure that will be provided to you if you apply and are approved for a Mocse Federal Credit Union Visa® Credit Card.

With an ATM Card, you can perform most transactions you can perform with a Visa® Debit Card, but you cannot use it for Visa® merchant signature transactions or signature cash advances.

You can use the Visa® Debit Card or ATM Card to:

- i. Pay participating merchants for goods or services through point of sale terminals on networks that we designate from time to time.
- ii. Make deposits to your Credit Union Checking or Share Savings Accounts at the Credit Union's ATMs or network ATMs that we designate from time to time.
- iii. Withdraw funds from your Credit Union Checking or Share Savings Account, or transfer funds between your Checking and Share Savings Accounts at our ATMs or ATMs on networks that we designate from time to time.
- iv. Inquire about Credit Union Checking and Share Savings Account balances.
- v. Obtain American Express Travelers Checks from ATMs displaying the American Express logo

In addition to the above, with the Visa® Debit Card, you can make purchases on signature transactions from participating Visa® plan merchants. If you use the Visa® Debit Card, the purchase amount will be deducted immediately from your Credit Union Checking Account.

You will need your Visa® Debit Card and your PIN for POS and ATM transactions.

Although it has a Visa® logo, your use of a Visa® Debit Card for signature transactions authorizes the Credit Union to deduct immediately the full amount of the transaction plus any applicable fees from your checking account as soon as the transaction posts to your account. There is no deferred payment as there is with a credit card. All Card withdrawals and POS purchases are immediately deducted from the account you access.

You should be aware that there may be a time lag between the time a merchant obtains an authorization on your Visa® Debit Card and the time the transaction posts to your account. An authorization will result in a hold on your funds for the amount of the transaction for a limited time, generally not in excess of three business days. If the transaction fails to post before the hold expires, the hold will be released and the transaction amount will be available to pay other items presented on your account. You are responsible for ensuring that you have sufficient available funds on deposit to cover all of your transactions regardless of when they post.

b. Your Account Terms Also Apply

Use of the Visa® Debit Card will be treated as though it were a check and will also be governed by the Master Membership Account Handbook terms that apply to your Credit Union Checking Account including "GENERAL TERMS," "DEPOSITS AND WITHDRAWALS," and "Checking Account Terms" and the terms of any overdraft protection agreement you have with the Credit Union, **except that:**

- i. We may charge withdrawals to the Checking Account in any order we determine consistent with the law. If funds are not sufficient to cover all withdrawals, we may pay Visa® Debit Card withdrawals and dishonor regular checks.
- ii. We cannot honor stop payment requests on Visa® Debit Card transactions.

c. Fees

- i. If a merchant, ATM or POS terminal that honors your Card imposes a fee for the use of the Card; we will pass that fee along to you. If you use ATMs that we do not own or operate, the ATM operator may impose fees for your transaction or inquiry.
- ii. If you make a deposit at a non-proprietary ATM, and you make an error, such as entering the wrong amount on the keypad, lack of endorsement, or another error, the third party institution will assess a charge for processing and reconciliation. Deposits that are returned for insufficient funds or other reason will be charged a return check fee. These charges will be passed on to you.
- iii. Initial and renewal cards will be issued for up to two joint account holders free of charge. Replacement cards and cards in excess of two, regardless of to whom issued, will incur a fee (See the TIS Disclosure).
- iv. An NSF fee will be charged any time an ATM, POS or merchant transaction draws your account into a negative balance (See the Schedule of Fees and Charges).
- v. For additional fees, please see the Schedule of Fees and Charges.

d. Limitations

If you have available funds, the daily cash withdrawal limit for an ATM-only card is \$200; the daily cash withdrawal limit is \$500 for a VISA® Debit Card. PIN-based POS transactions on Visa® Debit Cards, ATM Cards and signature transactions on Visa® Debit Cards are limited to the available balance in your Checking Account. The daily limit on all Visa® Debit Card transactions combined (ATM, POS and signature) is \$3,000. Individual merchants, ATMs or POS terminals may impose their own transaction limits.

All transactions are subject to verification and availability of funds within the designated account.

Although you have sufficient funds in your checking account to cover a requested withdrawal, it may be possible that an ATM, merchant, financial institution or other entity that honors your Card will not be able to determine your actual balance. Therefore, the Credit Union will not be liable for the failure or refusal of any ATM, merchant or other entity to implement your Card transaction request, or for their retention of your Card.

e. Transaction Dispute Rights Applicable Only to Visa® Debit Cards

Visa® Debit Cards fall under Consumer Financial Protection Bureau Regulation E, not Consumer Financial Protection Bureau Regulation Z, because they are debit cards, not credit cards. Unlike Regulation Z, Regulation E does not give you any special rights if you have a dispute with a merchant regarding the goods or services you purchased with a debit card.

However, Visa® operating rules give you certain rights to dispute merchant transactions using your Visa® Debit Card. You must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify the Credit Union at once. You must tell us within 60 days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your effort to resolve the dispute with the merchant.

The Credit Union will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. The Credit Union will, at a minimum, provisionally credit your account for the amount of your dispute so that you will have use of the funds within 10 business days (5 business days for claims of unauthorized use on accounts at least 30 days old; 20 business days if your account has been open with the Credit Union for less than 30 days). It may take up to 45 days (90 days for a point-of-sale, foreign transaction or new accounts) to make a determination.

If you do not submit your dispute in writing within 10 business days after we ask you to do so, we are not required to credit your account during the investigation. If it is determined that you are entitled to a credit to your account, the Credit Union will post the credit (or change a provisional credit to a permanent credit) within 1 business day of the determination.

If Visa operating rules do not allow a credit to your account, any amount for which your account was provisionally credited will be deducted from your account. We will notify you if this happens, and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted from your account. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee. You agree to immediately restore to the Credit Union the amount of any overdraft on your accounts.

Your rights to dispute VISA® Debit Card merchant transactions through the Credit Union are limited to those provided by VISA®'s operating rules.

ATM Cards are not subject to merchant dispute rights

For transaction dispute rights on VISA® Credit Card use for purchases, please refer to the VISA® Cardholder Agreement and Truth in Lending Disclosure.

f. Other Terms

Although other documents you may receive when you initiate transactions with a Visa® Debit Card or ATM Card, such as sales receipts, may have contract terms printed on them, your agreement with the Credit Union is limited to the terms in this agreement plus the Master Membership Account Handbook terms that apply to the accounts you have accessed and any overdraft protection agreement applicable to your Credit Union Checking Account.

For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the debiting currency (U.S. dollars) will be (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions initiated outside the United States, there is a 2% International service fee.

Merchants and others who honor the Visa® Debit Card may give credit for returns or adjustments. When the Credit Union receives the credit from the merchant or other entity, the Credit Union will credit your checking account for that amount.

See the Visa® Credit Card Cardholder Agreement and Truth in Lending Disclosure for information about foreign purchases and cash advances and merchant credits on Credit Cards.

You understand and agree that if you or anyone you authorize to use a Card gives conflicting instructions on an ATM keypad and on a deposit slip or other written instruction, the Credit Union will follow the instructions given on the keypad.

g. Documentation of Transactions

When you use your Visa® Debit Card or ATM Card at an ATM, for a POS transaction or in the case of the VISA® Debit Card for a signature transaction, you will generally receive an acknowledgment receipt describing the transaction. (An ATM may tell you that receipts are temporarily unavailable. Some ATMs let you choose not to get a receipt. An ATM or POS terminal may not give a receipt for transactions of \$25 or less.) Keep these receipts to update your records and verify your monthly statements.

h. Liability for Unauthorized Card Use

You agree to notify us at once of the loss, theft or other actual or possible unauthorized use of your Visa® Debit Card or ATM Card. You will generally have no liability for unauthorized use of your Debit Card or PIN unless otherwise provided by Visa Operating Rules. Visa Operating Rules currently exempt certain PIN-based transactions, certain regional network ATM transactions, and certain situations in which you have been grossly negligent in handling your Card from the “no liability” rule. For exempt transactions on Visa® Debit Cards or the ATM Card, your liability for unauthorized use is that set out in the “Unauthorized Transactions” part of the “Terms Applicable to All EFTs” portion of this EFT disclosure. For exempt transactions that access the credit feature of a Visa® Credit Card, consult your Cardholder Agreement and Truth in Lending Disclosure. It benefits all members if the losses that the Credit Union absorbs on unauthorized Card use claims are kept to a minimum.

i. Additional Terms Applicable to Cards

Other provisions of this Electronic Funds Transfer Agreement and Disclosure Statement apply to the use of Cards unless stated otherwise. Please read the section below entitled “Terms Applicable to All EFTs” carefully. These terms apply to Visa® Debit Cards and ATM Cards.

4. Pre-authorized Electronic Transfers

a. In General

You can preauthorize the Credit Union to make transfers electronically. These include preauthorized deposits of salary or government payments (you must originate direct deposit with the payment source) and preauthorized payments such as insurance premiums (you give your written authorization to a payee to debit your account). Preauthorized transfer authorizations must be in writing. The entity originating the authorization must give you a copy. If you set up a preauthorized transfer using Bill Payment, you may print a copy of the authorization from your computer.

Preauthorized electronic transfers may be made through the Automated Clearing House (ACH). Transfers made through ACH are subject to national and local ACH Rules, Article 4A of the Uniform Commercial Code, Federal Reserve Bank Operating Circulars, and Federal Regulations.

b. Deposits *in to* your account

Credits (deposits) to your account received via ACH are provisional until we receive final settlement through the Federal Reserve. If we do not receive final settlement, we will deduct the amount of the credit from your account balance, and the payor will not be considered to have paid the amount to you. We reserve the right to reverse erroneous deposits to your accounts without advance notice to you, although we will notify you after the fact. If a reversal of an erroneous deposit or a deduction of a credit on which we do not receive final settlement results in a negative balance in your account, you will be indebted to us, and our Right of Offset and right to recover Collection Costs will apply.

Although you can call the Credit Union (see "HOW TO CONTACT US" at the end of this Agreement) for information about the transfer, your only documentation of the transfer will be an entry on your periodic statement.

c. Transfers *out of* your account

If preauthorized transfers *out of* your account will vary in amount, the payee is required to give you at least 10 days' advance notice; unless you agree that you will receive notice only if payments vary by more than a specified amount. If you use Bill Payment to make transfers out of your account, you will be able to review and print your account history at any time. Otherwise, you will not receive notice of preauthorized transfers other than that which appears on your monthly statement.

There is a maximum of six, and usually only three, such ACH transfers per month *out of* non-transaction accounts. (See the DEPOSITS AND WITHDRAWALS section of the Master Membership and Account Handbook.)

d. Procedure and Right to Stop Payment

If you have regular pre-authorized charges to your account, you can stop any of these payments or cancel all future payments. You must immediately contact us (see the "HOW TO CONTACT US" section at the end of this Agreement). If you call, we may require you to put your request in writing and submit it to us within fourteen (14) days after you call. There is a fee for each stop payment and cancellation request. (Please see the Schedule of Fees and Charges.) To prevent any future transfers, you should also notify your initiator in writing to stop or cancel the charges (permanently revoke their authority to debit your account) and send us a copy.

e. Liability for Failure to Place Stop Payment or Cancel Pre-Authorized Transfers

We must receive notice three business days before the payment date. If you order us to stop one of these payments three business days in advance of the scheduled transfer, and we fail to stop the payment, we will be liable for your direct losses or damages.

5. Electronic Check Conversion

Payees of your checks, such as merchants, may convert your checks to electronic payments. The payee is required to notify you if they will do this. Payees may also re-present dishonored checks through the ACH system if they notify you in advance that dishonored checks will be re-presented electronically. Tell us AT ONCE if you believe an EFT has been made using information from your check without your permission.

E. Terms Applicable to All EFTs

1. Unauthorized Transactions – All EFTs

Your Liability for Unauthorized Use

Tell us AT ONCE if you believe that your Card, PIN, CALL-24 access code, or Internet Banking, Mobile Banking and Bill Payment password or access code has been lost or stolen or may be subject to unauthorized use, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Please refer to the "HOW TO CONTACT US" section at the end of this Agreement for how to provide this notification. Telephoning is the best way to keep losses down. You could lose all the money in your account plus your maximum overdraft line of credit if you fail to promptly report unauthorized use of an ATM Card, CALL-24, Internet Banking, Mobile Banking and Bill Payment, or certain unauthorized use of a VISA® Debit Card.

If you believe your Card or code has been lost or stolen or otherwise made available to an unauthorized person, and you tell us within two (2) business days after you learn of the loss of theft, you can lose no more than \$50 if someone used your card or PIN without your permission. However, if you DO NOT tell us within two (2) business days after you learn of the loss, theft, or other unauthorized use of your Card or code, and we can prove that we could have stopped someone from using your Card or code without your permission, you could lose as much as \$500. (Under California law, this paragraph does not apply to the VISA® Debit Card even if the unauthorized use is exempt from the Visa® zero liability rule.)

Also, if your statement shows unauthorized transactions, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, we are not obligated to refund 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. That means you could lose all the money in your account plus your maximum overdraft line of credit.

If a good reason (such as a long trip or a hospital stay) kept you from informing us, we may extend the time periods.

If unauthorized use of your Visa® Debit Card is not exempt from the "no liability" rule under Visa® USA operating rules, your liability is limited to that indicated in the separate Visa® Debit Card section above.

2. Your Responsibility for EFTs

If you authorize us to issue a duplicate Card to someone or give your code to someone, you are authorizing that person to withdraw funds and perform transactions on your accounts covered by this agreement regardless of whether that person is otherwise authorized.

You continue to be bound for all transactions resulting from the use of your EFT devices until you give us written notice to terminate the EFT service and return all issued devices to us.

Any person who applies for an EFT device, or signs a Card, is equally obligated (jointly and severally) with any other such person to meet the terms of this Agreement.

You are also obligated to repay any charges resulting from the use of your EFT devices by another person with your express or implied permission, whether or not the person stays within the limits of use you have set for them.

Any persons who use EFT devices are also obligated to repay the Credit Union for all charges incurred because of their use of the devices

You remain bound to pay for charges resulting from EFT device use even though another person has been directed to pay the debt by agreement or court order such as a divorce decree.

You agree that if you or anyone acting with you uses your EFT device with fraudulent intent, we consider that transaction to have been authorized by you.

3. Documentation of Transactions

All EFTs will be described on your periodic statement for the account used. You will receive a monthly statement if you have a checking account or in any month in which EFT activity occurred. All members receive a statement at least quarterly. Please refer to Section D 4 Preauthorized Electronic Transfers for further information on preauthorized EFTs. Although they are not legally considered electronic fund transfers,

for your information, automatic transfers between Credit Union accounts or to pay loans at the Credit Union will appear on your monthly statement.

See the ATM and Visa® Debit Card section for information on transaction receipts.

4. Credit Union Liability – All EFTs

If we do not properly complete a transaction according to our agreement with you, we will be liable for your direct losses or damages. However, there are some exceptions.

- a. We will not be liable if:
 - i. Through no fault of ours, your account does not have enough money, or you don't have available credit to make the transaction.
 - ii. The ATM where you are making the transaction does not have enough cash.
 - iii. The ATM or other EFT system was not working properly and you knew about the breakdown when you started the transaction.
 - iv. The money in your account is subject to legal process or other claim.
 - v. Your Card or code has been reported missing and we have blocked its use.
 - vi. Circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions.
 - vii. We establish other lawful exceptions and give you proper advance notice of them.
- b. In no event will we be liable for consequential, indirect, or punitive costs or damages.
- c. We will carry out instructions given to the ATM or other EFT processing system, or to us in writing. We will not incur liability for doing so in a reasonable manner. You agree to indemnify and save us harmless from all costs, claims, damages or liability that we sustain as a result of carrying out in a reasonable manner instructions received through an ATM, POS terminal, CALL-24, Internet Banking, Mobile Banking and Bill Payment, ACH, or any other access device from you or any authorized user.
- d. We may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, ATM sites are not subject to our control. You assume the risk of using them. We do not in any way warrant the safety or security of any ATM location. We are not responsible for wrongful acts committed by anyone who is not our authorized agent regarding your use of ATMs.

5. ATM Safety

Avoid using ATM machines alone at night or at sites that appear to have the potential for assault or robbery. Consider having someone accompany you when you are using the ATM after dark. Put your money away and leave the site as soon as you have completed your transaction. Count cash later in the safety of your vehicle or home. If you notice anyone suspicious approaching the ATM while you are using it, cancel your transaction and put the Card away immediately. Immediately report all crimes to the ATM operator and local law enforcement officials. DO NOT leave your receipts or card at the ATM.

6. Privacy – All EFTs

With respect to EFTs, in the ordinary course of business, we will disclose information to third parties about your accounts or the transfers you make (a) when necessary to complete a transfer, (b) to verify the existence and condition of your account for a third party such as a credit bureau or merchant, (c) to comply with government agency or court orders, or (d) if you give us your written permission. Please refer to our Privacy Policy for more information about privacy of your Credit Union accounts.

7. EFTs against Insufficient Funds

The Credit Union offers overdraft protection by agreement on checking accounts. You can authorize the Credit Union to transfer funds from your Mocse savings account or advance funds from your approved Mocse line of credit to cover checks or EFT debit (payment) entries that would otherwise cause your Mocse checking account to fall into a negative balance. Overdraft protection by agreement is available to cover checks and all EFT payments available under this EFT Agreement.

The Credit Union also offers overdraft privilege on checking accounts. Overdraft privilege is an entirely discretionary service under which the Credit Union may, at its sole discretion, pay rather than return checks and EFT debit (payment) entries that you do not have sufficient available funds to cover. Overdraft privilege payments may be made on Internet Online Bill Payments and ACH payments. Overdraft privilege may be extended to cover everyday VISA® Debit Card merchant purchases and ATM cash withdrawals only if you opt in to the service.

Please refer to your Master Membership Account Handbook for detailed information about the Credit Union's overdraft protection services.

8. Changes in Terms – Cancellation – All EFTS

- a. The Credit Union may change the terms of this agreement by mailing or delivering a written notice or amended agreement to you at your last known address in our records for the account. When we change this agreement, we will give you any legally required advance notice. You agree that we may immediately terminate this agreement and your use of EFT services without prior notice if any of the following occur: (i) you (or any authorized user of your EFT devices) breach this or any other agreement between us (including loan agreements); (ii) we have reason to believe that there has been or may be an unauthorized use of your Card or PIN; (iii) there are conflicting claims to the funds in your accounts; (iv) you or any authorized signer on your account asks us to do so; (v) you complete EFTs when funds are not available in your Credit Union accounts accessed under this program and you do not have an active and valid Credit Union checking overdraft protection agreement.
- b. Your Card is the property of the Credit Union and you agree to return it to us upon our request.

9. Delayed Deposits – All EFTs

Availability of funds deposited at ATMs may be delayed. Please refer to the "FUNDS AVAILABILITY POLICY" section of the Master Membership and Account Handbook for details.

10. Additional Terms – All EFTs

- a. Generally, EFTs may be accessed seven days a week, 24 hours a day. Individual machines or systems are sometimes closed temporarily for servicing.
- b. Electronic funds transfer transactions may involve other Credit Union agreements, such as checking or loan agreements. Wherever applicable, the terms of these agreements will apply as well.
- c. This agreement is governed by applicable federal and California law. If any provision of this agreement is found to be unenforceable, the rest of the agreement will remain in effect.
- d. When you use a Credit Union EFT access device, you acknowledge receipt of a copy of this agreement and disclosure and you agree to its terms.
- e. Business days are Monday through Friday. The Credit Union may be open to provide limited services on other days, but we do not consider those "business days" as that term is used in this disclosure.

11. Prohibition of Illegal Transactions -- All EFTs

You must not use your EFT devices, including but not limited to your VISA® Debit Card, for illegal transactions such as illegal Internet gambling. We can refuse to authorize any transaction if we reasonably believe it to be illegal. However, responsibility for determining the legality of authorized transactions ultimately rests with you, not the Credit Union. You cannot use the actual or alleged illegality of a transaction for which authorized use of your EFT device was made as a defense to your obligation to pay it.

F. In Case of Errors or Questions About Your Electronic Funds Transfers

If you think that an electronic transfer shown on your statement is incorrect, or if you need more information about a transfer, contact us at the telephone number listed under the "HOW TO CONTACT US" section at the end of this Agreement. Please provide us with all of the information requested under the section entitled "WHAT TO TELL US IN CASE OF AN ERROR OR INQUIRY" at the end of this Agreement.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. If you tell us orally, we may require that you send us your complaint or question in writing

within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days for accounts open with us less than 30 days) and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days for POS transactions, transactions involving foreign countries, and transactions on accounts open with us less than 30 days) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (20 days if your account has been open with us less than 30 days, 5 days if your question involves unauthorized use of your Visa® Debit Card and your account has been open at least 30 days) for the amount that you think is in error so that you will have 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 are not required to provisionally credit your account.

Whether or not we decide there was an error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask us for copies of the documents that we used in our investigation.

If we decide there was an error, we will convert any provisional credit we have given you to a permanent credit or credit your account within 1 business day. If we decide there was no error, we will reverse any provisional credit. If we reverse a provisional credit, we will pay any items that overdraw your account for five days after we send you the notice that we have reversed a provisional credit at no charge to you, but only to the extent the overdrafts do not exceed the amount of the reversed provisional credit.

HOW TO CONTACT US

If you believe your Card, PIN or Code has been lost or stolen or may be put to unauthorized use, call us at the phone number listed below or write to us at the address listed below. You should also call us or write to the address listed below if you believe a transfer has been made using information from your check without your permission.

Write to us or visit us at

Mocse Federal Credit Union
3600 Coffee Road
Modesto, CA 95355

Telephone us at

(209) 572-3600
(800) 44-MOCSE

Fax us at

(209) 572-1714

WHAT TO TELL US IN CASE OF AN ERROR OR INQUIRY

- Your Name
- Your Account Number
- The date of the questioned transaction
- The dollar amount of the suspected error
- A description of the error or transaction you are not sure about.
- Your explanation, if you can provide one, of why you believe there is an error
- If you need more information about a transaction, ask us for clarification.

Proceed with Enrollment for Internet Banking and Bill Payment Service.

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

(If you do not agree, choose cancel below.)

If you click “cancel” you can still enroll at a later time. You will still be asked to accept the terms and conditions of this Agreement.