

DIGITAL BANKING

Online Banking Agreement

Disclosure Relating to Electronic Delivery - Online Banking Agreement.

Prior to using Orange County's Credit Union's Online Banking, you must affirmatively consent to the terms of our Online Banking Agreement ("Agreement"). The Online Banking permits you to electronically initiate account transactions and communicate with Orange County's Credit Union (the "Credit Union"). This Agreement contains the terms that govern your use of Online Banking. You can agree to the terms of this Agreement by clicking on the **I Agree** button at the end of this Agreement.

Electronic Delivery of Statements and Notices

By enrolling in and using the Credit Union's Online Banking and Mobile Banking, you consent to the electronic transmission of all information and records. By acknowledging this disclosure, you agree that we may provide to you electronically, any available communications, whether periodic deposit account and/or loan statements and notices, periodic policy disclosures, periodic reports or forms, including federal and state tax forms and year-end interest statements, or non-recurring communication, such as changes in disclosure, amended terms of use, or changes in pricing. We reserve the right to communicate with you about your account(s) via email. Your monthly or quarterly statements will be available to view and download within Online Banking after the fifth (5th) working day of the month or quarter.

Prior to consenting to this Agreement you must be informed of:

- (a) the option to receive a paper or non-electronic form of the record and the transactions or category of records that may be provided;
- (b) your right as a consumer to withdraw this consent along with any of the conditions, consequences or fees in the event of such a withdrawal request and the procedures necessary to withdraw;
- (c) the procedure for requesting a paper copy of an electronic record (and any fees associated with such request);
- (d) your obligation to inform us and update us of how we can contact you electronically;
- (e) hardware and software requirements for access to and retention of electronic records; and
- (f) your responsibility to provide proof of your ability to access the information and electronically consent to all of these.

Relation to other Agreements – The terms and conditions of this Agreement are in addition to the terms and conditions of any and all other agreements, including all disclosures made pursuant to such agreements that you have with the Credit Union. These terms and conditions supplement and do not replace the Disclosure of Account Information applicable to your account(s) with the Credit Union. Other agreements you have entered into with us including, but not limited to, the Account Agreement, Truth-In-Savings Disclosure, and Electronic Fund Transfers Disclosure and Agreement, governing your account(s) at the Credit Union, as well as any Fee Schedules (collectively referred to as (the "other agreements"), or Business Account Agreements and Fee Disclosures are incorporated by reference and made a part of this Agreement. In the event of a discrepancy or conflict between this Agreement and the other agreements, the terms of this Agreement shall control.

Records Available – One year of transaction history to include bill pay transactions and stop payment history normally provided in writing may be provided electronically if you have affirmatively consented to receive such records electronically and you have not withdrawn such consent.

Receiving a Paper Copy of the E-Sign Agreement- You have the right to receive a paper copy of the Orange County's Credit Union E-Sign Disclosure. You may request a paper copy of this Agreement at no charge in one of the following ways: send a secure message within Online Banking, call us at 714-755-5900 or 1-888-354-6228, or write to us at Orange County's Credit Union, Post Office Box 11777, Santa Ana, CA 92711-1777 with your name and mailing address. Be sure to state that you are requesting a copy of the Orange County's Credit Union E-Sign Disclosure.

Withdrawing Your Consent to Receive Statements and Notice Electronically – You can withdraw your consent by using the settings feature in Online Banking to update your statement and notice preference by selecting account settings and uncheck go paperless. You may prefer to contact us in one of the following ways described in the preceding paragraph. If you withdraw your consent, we may terminate our Online Banking relationship. A consumer's or Business Account's authorized signer's withdrawal of consent shall be effective within a reasonable period of time after receipt by the credit union. Failure, on the part of the credit union, to provide adequate notice of changes in hardware and/or software specifications can be treated as a withdrawal of consent by the consumer without the imposition of fees.

Notifying Us of a Change in your E-mail Address - You must notify us of any change in your e-mail address. You can use the settings feature in Online Banking to update your email address by selecting profile settings. You may prefer to contact us is one of the following ways: send a secure message within Online Banking; call us at 714-755-5900 or 1-888-354-6228; or write to us at Orange County's Credit Union, Post Office Box 11777, Santa Ana, CA 92711-1777 with your name and mailing address. Be sure to state that you are requesting to change your email address.

Hardware and Software Requirements - Your computer must meet the following minimum requirements: An Internet web browser with capabilities to support a minimum 128-bit encryption or above (Chrome Version 68 or above, Firefox Version 63 or above, Safari Version 9.1.2 or above are examples). You confirm that your computer will meet these specifications and requirements and will permit you to access and retain any notice electronically each time you access and use Online Banking.

Change in Hardware and/or Software Specifications - We will give you notice of any change of the previously disclosed specifications and/or requirements if the proposed change will adversely affect your ability to access and retain subsequent electronic notices from us.

Nothing in this agreement affects the content or timing of disclosures to be provided by any other statute, regulation or other rule of law. If any law requires verification or acknowledgement of receipt of such notice or disclosure, the notice or disclosure may be provided or made available electronically only if the method used provides verification or acknowledgements of receipt, whichever is required. Oral communication or a recording of an oral communication shall not qualify as an electronic record for the purposes of consent to receive electronic notices.

BY CLICKING THE I AGREE BUTTON BELOW You consent to the electronic delivery of the Online Banking Agreement and other notices or disclosures relating to the Agreement. You confirm that you are able to access information in an electronic form and you also agree that the institution does not need to provide you with an additional paper (non-electronic) copy of the Agreement unless specifically requested. You agree to the terms and conditions of all applicable notices and disclosures.

Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Orange County’s Credit Union’s mobile deposit capture services that Orange County’s Credit Union (“us,” “we” or “Credit Union”) may provide to you (“you,” or “user”). Other agreements you have entered into with us including, but not limited to, the Account Agreement, Truth-In-Savings Disclosure, and Electronic Fund Transfers Disclosure or Business Account Agreement and Disclosure Agreement, governing your account(s) at the Credit Union, as well as any Fee Schedules (collectively referred to as (the “other agreements”), are incorporated by reference and made a part of this Agreement. In the event of a discrepancy or conflict between this Agreement and the other agreements, the terms of this Agreement shall control.

1. Services. The mobile deposit capture service (“Service”) is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by using your mobile device to take photographs of checks and electronically transmitting the digital image of your paper checks to a check processor designated by Orange County’s Credit Union. There is currently no charge for the Services but such charges may be implemented at any time by us.

2. Member Eligibility. You understand and agree that you must be a member in good standing to qualify for the Service.

3. Acceptance of these Terms. Your use of the Service constitutes your acceptance of this Agreement including any charges that may be assessed. You understand that in order to utilize the Service you must comply with the hardware and software requirements set forth at Exhibit “A”, which is attached hereto and incorporated by this reference. We reserve the right to change the terms, conditions and charges required for using the Service described in this Agreement by notifying you of such changes and charges in writing. We may amend, modify, add to, or delete from this Agreement from time to time. Your continued use of the Service will indicate your acceptance of the revised Agreement.

4. Compliance with Laws. You agree to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation of any law, rule, ordinance or other legal obligation regarding your use of the Service. This indemnity shall survive termination of your account with us and this Agreement.

5. Limitations of Services. When using the Service, due to their nature you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur for reasons beyond our control. The Service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

6. Eligible Items for Deposit. You agree to photograph and deposit only checks that are made payable to you or the business entity’s name if the account is a business account.

7. Unacceptable Items for Deposit. You understand and agree that you will not use the Service to deposit the following items:

- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any item drawn on your personal account at Orange County’s Credit Union.
- Any item that contains evidence of alteration to the information on the check.
- Any check previously converted to a “substitute check,” as defined in Regulation CC.
- Any item issued to you by a financial institution in a foreign country.
- A “remotely created check.”
- Any item that is “stale dated,” expired, or “postdated”.
- Any item that is “non-negotiable” (whether stamped in print or as a watermark).
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- Any item that is incomplete.
- Cash; Savings Bonds; Traveler’s checks. -

Deposits of this nature will result in the immediate termination of the Service and an immediate reversal of the transaction or credit to your - account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. - The reversal may also result in a negative balance on your account. -

8. Check Requirements. Any digital image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time you receive it. Prior to photographing the original check, you will restrictively endorse any item transmitted through the Service as “For Mobile Deposit Only, Your account # _____” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. The digital image of the check transmitted to us using the Service must accurately and legibly provide, among other things, the following information: (1) your endorsement; (2) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR

information and the signatures; and (3) 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 of the check must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, including the requirements under federal Regulation CC, or any other regulatory agency, clearing house or association. The Service may reject your deposit if the image is not satisfactory. Receipt of the image does not guarantee we can accept the image.

9. Receipt of Items. Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that unless and until we notify you of receipt of the image by a confirmation screen upon the conclusion of your transaction, the image will not be considered to have been received. You understand that even in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. Following receipt of the image, we will process the image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for mobile deposit into your account and, in the event we reject an item for mobile deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Service, we may ask you to provide the original item if, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Service is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

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

11. Items Returned Unpaid. A written 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 mobile 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 your account, including any applicable fees. Please refer to the current Schedule of Fees and Charges.

12. Availability of Funds. For determining the availability of your deposits, Monday through Friday are considered business days, except for federal holidays. If you make a deposit before 3 p.m. Pacific Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3 p.m. Pacific Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Santa Ana, California. You understand that following our receipt and processing of the check image, funds from the check will be made available for your withdrawal and/or use on the second business day after we receive your deposit; however, longer delays may apply as set forth in our Funds Availability Policy located in the Account Agreement and Truth-In-Savings Disclosure and available at our branches. You understand and agree that we may make such funds available sooner in our sole discretion. You also understand and agree that credit is provisional until settlement is final.

13. Email Address. You agree to notify us immediately if you change your email address. You can change your email address in the Online Banking System.

14. Unavailability of Services. You understand and agree that the Service may at times be temporarily unavailable due to system maintenance or technical difficulties including, but not limited to those of the Internet service provider and Internet software. While we do confirm that the check image was received, it is your sole responsibility to verify that checks deposited using the Service have been received and accepted for deposit by us. To verify your deposit was accepted you can sign into Mobile Banking or Online Banking, and verify your deposit was received. The credit will be provisional until the deposit has cleared.

15. Retention and Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received the image of a check, you agree to ensure that the original check is not re-presented for payment.

- You agree to securely store each original check that you deposited using the Service for a period of at least sixty (60) days after transmission to us. After sixty (60) days and no later than ninety (90) days after you transmit the original check, you should destroy the original check. You may wish, however, to keep a copy of such check.

- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

- You agree never to re-present the check for deposit.

- You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to Orange County's Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

16. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. Current deposit limits are \$20,000 for any one check and a total of \$20,000 per day.

17. Mobile Banking Application. We will provide you with the **Mobile Banking Application ("App")**. If you meet the eligibility criteria for the Service, you will receive a response when you use the icon for "Make Deposit" so that you can photograph and transmit check images (front and back) and other information to us electronically for deposit. If you are not sure if you qualify for the Service, you may contact the Member Service Center (888) 354-6228.

18. In Case of Errors. You agree to immediately notify us of any suspected errors regarding checks deposited through the Service by calling (888) 354-6228 or emailing us through the Secure e-Mail service.

19. Periodic Statement. Any mobile deposits made through the Service will be reflected on your monthly periodic statement. You understand and agree that you are required to notify us of any error relating to check images transmitted using the Service by no later than sixty (60) 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.

20. Ownership & License. You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement and utilizing the Service for lawful purposes only. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. You may use the Service only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce,

distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

21. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR 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 PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

22. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICE, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF YOUR HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

23. Accountholder's Warranties. You make the following warranties and representations with respect to your use of the Service and each image of an original check you transmit to us using the Service:

- 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 endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Service and a copy that you may keep, there are no other duplicate images of the original check.
- 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 have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Service for the required retention period and neither you nor any other party will submit the original check for payment.
- Your account into which you deposit checks using the Service, and the funds from such checks, are only used for consumer purposes and not for business purposes unless deposits are made to a business account.
- You will not use the Service and/or your accounts for any illegal activity or transactions.
- Files and check 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.

24. Accountholder's Indemnification Obligation. You understand and agree that you are required 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 out of your use of the Service and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

25. Use of the Services. There are no minimum usage requirements for this service. In the event of termination of the Services by you or us, which we may implement in our sole discretion, you will remain liable for all transactions performed on your account. Any application to resume the service after termination shall be in our sole discretion.

26. Relationship to Other Disclosures. The information in this Agreement applies only to the Service described herein the *Mobile Deposit User Agreement*. Provisions in other disclosures and disclosure documents, as may be revised from time to time, remain in effect for all other aspects of your account or business account.

27. Governing Law. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

28. 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.

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

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

31. Other Terms. You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Orange County's Credit Union

P.O. Box 11777 Santa Ana, CA 92711-1777 (888) 354-6228

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EXHIBIT A INSTRUCTIONS FOR MOBILE DEPOSIT SERVICE

Hardware and Software Requirements

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. Refer to the Electronic Fund Transfers Disclosure and Agreement for current hardware and software specifications for Online Banking. We are not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

For Mobile Deposit, minimum requirements are either an iPhone, iPad, or iPod Touch with iPhone iOS 8.0 or above or Android smartphone or tablet with Android 5.0 or above equipped with a camera. We reserve the right to change hardware and software requirements and will notify you of any material change via e-mail or on our website(s) by providing a link to the revised requirements. Your continued use of the Service will indicate your acceptance.

CONSENT AND SECURITY

By clicking on the "I agree" tab below, I understand and agree that I am obtaining a login that I may use to login to Online and Mobile banking, and that these will allow me to view and transact on all Orange County's Credit Union accounts on which I am an owner. I will obtain separate login for access to some fiduciary accounts. To prevent unauthorized access to my accounts, I agree to protect and keep confidential my Login username, and password, not record on documentation or records located on or around your personal computer or mobile device. I EXPRESSLY AGREE THAT IN CONNECTION WITH ALL OF MY ORANGE COUNTY'S CREDIT UNION MEMBERSHIPS TOGETHER, I WILL NOT DISCLOSE MY LOGIN USERNAME AND PASSWORDS TO ANY OF MY JOINT ACCOUNT OWNERS/BUSINESS ACCOUNT AUTHORIZED SIGNERS. Additional joint account owners or Business Account authorized signers will obtain a login. The unauthorized use of my Login username and password, or other means to access my accounts could cause me to lose some or all of the money in my accounts. Additionally, it could permit unauthorized persons to gain access to my sensitive personal and account information and to use such information for fraudulent purposes.

I understand that if I disclose my Login username and password to any person(s), I have given them access to my account(s) via the Online and Mobile Banking services including the ability to review all of my personal and financial information and to engage in account transactions. All transactions that person performs, even those transactions I did not intend or want performed, are authorized transactions. Transactions that I or that person initiates with fraudulent intent are also authorized transactions. In such instances, I assume all risks and losses associated with such disclosure and I agree to be responsible for any transaction and activities performed from my accounts and for use of any of my personal and account information by such person(s). I acknowledge and agree that the Credit Union is entitled to act on all transaction instructions received using my Login username and password, which will have the same effect as my signature for the purpose of authorizing transactions. If I authorize anyone to use my Login username and password in any manner, that authority will be considered valid until I specifically revoke such authority by notifying the Credit Union in writing, and immediately changing my Login Username and password. I will be responsible for any transactions made by such authorized persons up to the time I notify you of the revocation and the Login username and password have been changed.

If, at any time, I believe that my account information has been lost or stolen or the Online or Mobile Banking services have been used or accessed without my authorization, I agree to notify Orange County's Credit Union immediately by calling (888) 354-6228 between the hours of 9:00 am to 7:00 pm during weekdays and 9:00 am to 2:00 pm on Saturday.

If I fail to maintain the security of my Login username and password and the Credit Union suffers a loss as a result, I understand that you may terminate my access to the Online and Mobile Banking services immediately as well as other Credit Union deposit and loan services and membership, as determined in your sole and absolute discretion.