

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC SERVICES

For purposes of these terms and conditions, the words “you” and “your” mean the primary accountholder, all joint accountholders and all of those who apply for and/or use any of the electronic services described in these terms and conditions. The words “we,” “our,” “us” and “Credit Union” mean Orange County’s Federal Credit Union. These additional terms and conditions are a contract between you and the Credit Union in connection with each service that is described herein that applies to the electronic services you use from us, as applicable, offered through our Digital Banking Services (which includes Online and Mobile Banking services). In addition to these terms and conditions, you also remain subject to other applicable agreements, disclosures, disclaimers, rules, and terms provided to you (“Other Agreements”), the terms of which Other Agreements are incorporated herein by this reference, including without limitation, our Account Agreement, Truth-in-Savings, and Electronic Funds Transfers Disclosure Agreement or Business Agreement and Disclosure Agreement (as applicable), terms governing any checking, savings, or other deposit accounts, or any other accounts that you may view, modify or otherwise access while using the Digital Banking Services; fee schedules; and your signature card. If these terms and conditions conflict with the terms and conditions contained in any Other Agreement, these terms and conditions will govern to the extent of any inconsistency unless expressly stated herein. Notwithstanding anything to the contrary, these terms and conditions are not intended to modify any disclosures or other terms that are required by law and that are provided by us in Other Agreements.

I. Electronic Communication Disclosure and Consent Agreement

This Electronic Communication Disclosure and Consent Agreement (“Agreement”) addresses the circumstances under which you consent to receive communications from us in an electronic form that we are required by law to provide to you in writing, in addition to other communications that we provide to you in connection with your membership and accounts with Orange County’s Federal Credit Union. For purposes of this Agreement, “Account(s)” means any accounts you have with us, and all products or services you obtain from us. “Communication” means any member disclosures and agreements (including amendments thereto), monthly (or other periodic) billing or account statements, tax statements, notices, responses to claims, transaction history, privacy policies and all other information related to the Account(s), including but not limited to information that we are required by law to provide to you in writing. Such Communications may include, but are not limited to:

- This Agreement and any amendments hereto;
- Disclosures, agreements, notices and other information related to the opening of an account, or initiation or implementation of a product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and regulations;
- Information related to the opening or closing of an account, or initiation of a transaction, product or service, including, but not limited to, agreements, applications, account cards, account authorizations, beneficial owner designations, address change requests, outgoing wire transfer requests, withdrawal requests, credit card disputes, stop payment requests, account closure requests, and other additional service requests;
- All other Communications related to any Credit Union transaction, product or service, unless excluded by the terms of this Agreement;
- All of the periodic account and activity statements, disclosures and notices we provide to you concerning your Credit Union Accounts;
- Service or end-user agreements for access to the Credit Union’s online services;

- Any notice or disclosure regarding fees we may assess, including late fees and overdraft fees;
- Notices of amendments or change in terms to your Accounts and any of your agreements with us;
- Arbitration agreements and any changes, amendments or revisions thereto;
- Any notice, ballot, or other communication which is required by the Credit Union bylaws or the Board of Directors to be mailed to members;
- Our privacy policy and other privacy statements or notices; and
- Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

WE ARE REQUIRED TO OBTAIN YOUR CONSENT BEFORE DELIVERING COMMUNICATIONS ELECTRONICALLY. YOU UNDERSTAND THAT YOUR CONSENT ALSO PERMITS US TO ELECTRONICALLY DELIVER TO YOU, INITIALLY AND ON AN ONGOING BASIS, ALL FUTURE COMMUNICATIONS RELATED TO YOUR MEMBERSHIP AND ACCOUNT(S) WITH US. YOUR CONSENT WILL ALSO APPLY TO ANY OTHER PERSON NAMED ON YOUR ACCOUNT(S) AS A JOINT OWNER. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE GIVING CONSENT.

Digital Banking - Disclosure Relating to Electronic Delivery

Prior to using the Credit Union's Digital Banking, you must affirmatively consent to the terms of this Agreement. Digital Banking permits you to electronically initiate account transactions and communicate with the Credit Union. This Agreement contains the terms that govern your use of Digital 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 Digital Banking, which could be accessed via Online Banking and/or Mobile Banking, you consent to the electronic transmission of all Communications. By acknowledging this Agreement, you agree that we may provide to you electronically, any available Communications.

Types of Communications You Will Not Receive in Electronic Form

This Agreement does NOT apply to:

- Any notice of default, acceleration, repossession, foreclosure, or eviction, or the right to cure or reinstate or redeem under a credit agreement secured by your primary residence;
- Any transactions subject to Article 9 of the Uniform Commercial Code; and
- Any other communications that we determine, in our sole discretion, you should receive in paper rather than electronic form.

Such notices and disclosures will be mailed to the primary address we have for you in our records or otherwise delivered as required by law or the governing agreement.

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 applicable account agreement and disclosures of 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, and Electronic Funds Transfers Disclosure Agreement, and the Business Agreement and Disclosure Agreement governing your account(s) at the Credit Union, as well as any Schedule of Fees and Charges 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.

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either: (1) via e-mail; (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available; (3) by requesting you download a PDF file containing the Communication; (4) by downloading in Digital Banking; (5) via SMS and (6) push notification.

Your Right to Receive Paper Communications - We will not send you a paper copy of any Communication we send to you in electronic form, unless you request it or we otherwise deem it appropriate to do so. You may request a paper copy of an electronic Communication in one of the following ways: send a secure message within Digital Banking, call us at 714-755-5900 or 1-888-354-6228, or write to us at Orange County's Federal Credit Union, Post Office Box 11777, Santa Ana, CA 92711-1777 with your name and mailing address. A fee to request paper copies of Communications may be imposed as set forth in our Schedule of Fees and Charges. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Withdrawing Your Consent to Receive Communications Electronically – You can withdraw your consent by using the settings feature in Digital Banking to update your statement and notice preference by selecting account settings and uncheck go paperless. You may also contact us in one of the ways described in the preceding paragraph. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications, however, if you withdraw your consent, we may terminate your Digital Banking relationship. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. 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. Your consent will remain in force until withdrawn in the manner provided in this section.

Notifying Us of a Change in your E-mail Address - You agree to provide us with and maintain a valid, active e-mail address. You must notify us of any change in your e-mail address. You can use the settings feature in Digital Banking to update your email address by selecting profile settings. You may prefer to contact us using one of the following ways: send a secure message within Digital Banking; call us at 714-755-5900 or 1-888-354-6228; or write to us at Orange County's Federal 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. Your change will take effect a reasonable time after your request is received by the Credit Union. We are not liable for any third-party incurred fees, other legal liability, or any other issues or liabilities arising from statements or notifications sent to an invalid or inactive e-mail address that you have provided.

Hardware and Software Requirements - In order to access, view, and retain electronic Communications that we make available to you, you must have, at your cost:

- An Internet web browser with capabilities to support minimum 128-bit encryption or above and is no more than three (3) major versions behind the current release or no more than twelve (12) months old. You confirm that your device will meet these specifications and requirements and will permit you to access and retain any Communication electronically each time you access and use Digital Banking.

- Current version of Adobe Acrobat Reader or similar program that allows you to access and view documents provided to you in PDF format.
- A valid and active email account.
- A printer if you wish to print out and retain records on paper and sufficient electronic storage capacity on your computer's hard drive or other data storage unit if you wish to retain records in electronic form.

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, in our opinion, will create a material risk that you will not be able to access and retain subsequent electronic Communications from us. Your continued use of our online services after we send you notice of the change is reaffirmation of your consent. We reserve the right to discontinue support of any Internet browser or other software at any time and without advance notice if, in our opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our Communications and/or electronic services.

Nothing in this Agreement affects the content or timing of disclosures to be provided by any other statute, regulation or other rule of law.

Communications in Writing. All Communications in either electronic or paper form from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you.

Federal Law. You acknowledge and agree that your consent to receive electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and that you and we both intend that the ESIGN Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination or Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

BY CLICKING THE I AGREE BUTTON BELOW You affirmatively consent, initially and on an ongoing basis, to the electronic delivery of Communications related to your membership and Account(s). You confirm that you are able to receive, access and retain Communications in an electronic form and you also agree that the Credit Union does not need to provide you with paper Communications unless the Credit Union determines, in its sole discretion, that you should receive paper rather than electric form or until such time as you withdraw your consent as described herein. You acknowledge that you have read and agree to the terms in this Agreement and that your computer system meets the minimum system requirements described herein. You agree to the terms and conditions of all applicable notices and disclosures. You understand and agree that the Credit Union will not be liable for any loss, liability, cost, expense, or claim for acting upon this authorization or arising from your use of the products or services provided pursuant to this Agreement.

II. Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Orange County’s Federal Credit Union’s mobile deposit capture services that Orange County’s Federal Credit Union may provide to you. The Credit Union’s 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 Federal Credit Union. There is currently no charge for the Service 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 above in the Electronic Communication Disclosure and Consent Agreement. 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 comply with and be bound by all laws, statutes, regulations and ordinances pertaining to your use of the Service, as well as all laws relating to the banking transactions contemplated hereunder. 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.** We reserve the right to determine your eligibility for the Service. 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 (as defined in Regulation CC, 12 CFR Part 229) 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 Federal 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.
- Any item drawn on a financial institution located outside the United States or not payable in United States currency.
- 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 available 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 OCCU 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 damages, 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.** You understand and agree that, for purposes of deposits made using the Service, the place of deposit is Santa Ana, California. You understand that Federal Reserve Board Regulation CC (availability of funds) and the Funds Availability Policy of located in the Account Agreement, Truth-in-Savings, and Electronic Funds Transfers Disclosure Agreement, Business Agreement and Disclosure Agreement, and available at our branches do not apply when you transmit the electronic images of checks to us. Deposits made on non-business days or after our cut-off time will be reviewed and processed the next business day. We may need to review your check before your deposit is processed. Funds from deposit may not be available for immediate withdrawal. We reserve the right to place a hold or extend any hold. 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 Digital 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 in order to verify settlement and credit or to balance periodic statements. 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 Federal 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 unless otherwise provided under applicable law.
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 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 SERVICE 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. NO INFORMATION OR ADVICE GIVEN BY US OR OUR SERVICE PROVIDERS OR OUR OR THEIR REPRESENTATIVES SHALL CREATE ANY WARRANTY. INSTALLATION AND USE OF THE SERVICE MAY OCCUR ACROSS THE NETWORKS OF MANY SERVICE PROVIDERS THAT WE DO NOT OPERATE OR HAVE ANY CONTROL OVER. ALTHOUGH WE HAVE TAKEN MEASURES TO PROVIDE SECURITY FOR DATA

EXCHANGES BETWEEN YOU AND US VIA THE SERVICE, AND MAY HAVE REFERRED TO SUCH COMMUNICATION AS "SECURED," WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY. YOU ACKNOWLEDGE THAT THE INTERNET IS INHERENTLY INSECURE AND THAT ALL DATA TRANSFERS, INCLUDING EMAIL, PUSH NOTIFICATIONS AND TEXTS, OCCUR OPENLY ON THE INTERNET AND POTENTIALLY CAN BE MONITORED AND READ BY OTHERS. TRANSACTIONAL AND BALANCE INFORMATION TRANSMITTED VIA TEXT OR PUSH NOTIFICATIONS IS NOT ENCRYPTED. YOU ACKNOWLEDGE AND AGREE THAT INSTALLING OR USING THE SERVICE IS AT YOUR OWN RISK AND THAT THE PRIVACY OF YOUR PERSONAL INFORMATION CANNOT BE GUARANTEED AND YOU ASSUME FULL RESPONSIBILITY FOR, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM, ANY LOSSES OR DAMAGE YOU INCUR AS A RESULT OF THE TRANSMISSION OF YOUR PERSONAL INFORMATION WHEN INSTALLING OR USING THE SERVICE. THIS DISCLAIMER OF WARRANTIES IS APPLICABLE EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE APPLICABLE LAW REQUIRES A DIFFERENT STANDARD. ACCORDINGLY, EXCLUSION OF CERTAIN WARRANTIES MAY NOT APPLY TO YOU.

- 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.
 - Each check you submit for deposit is drawn in United States dollars on a financial institution located in the United States, excluding its territories.
- 24. Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us, including our directors, officers, employees, agents, service providers, and third party licensors, 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, any negligent or intentional action or inaction by you, and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.
- 25. Termination of the Services.** In the event of termination of the Services by you or us, you will remain liable for all transactions performed on your account. Upon termination, you will immediately cease using the Service. We may immediately suspend or terminate your access to the Service in the event that we reasonably determine such suspension or termination is necessary in order to protect the Service or us from harm or compromise of integrity, security, reputation or operation or that you are in breach of this Agreement or are otherwise using the Service in a manner inconsistent with the terms of this Agreement or with applicable law. 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 federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines 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. Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement at any time 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.
- 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, including, but not limited to, earthquakes, floods, fires, power outages, pandemics or epidemics, computer or telecommunications systems failures or

acts of terrorism.

- 31. Severability and Headings.** A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid, which will remain in full force and effect. Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

If you have any questions, please contact us using the following information or visit our website.

Orange County's Federal Credit Union

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

www.orangecountyscu.org

III. Termination of Digital Banking Services

You may terminate the Digital Banking Services. Your use of the Digital Banking Services will be terminated after we have had a reasonable opportunity to act upon your termination request. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We may suspend or terminate your participation in or use of the Digital Banking Services, or any portion thereof, for any reason, including but not limited to, inactivity, lack of use, or illegal and improper conduct, or for no reason, at any time, with or without notice.

IV. Consent and Security

By clicking on the "I agree" tab below, you understand and agree that you are obtaining a login that you may use to login to Digital Banking, and that these will allow you to view and transact on all Orange County's Federal Credit Union accounts on which you are a primary accountholder, a joint accountholder and/or authorized user. You will obtain a separate login for access to some fiduciary accounts. To prevent unauthorized access to your accounts, you agree to protect and keep confidential your Login username, and password. YOU EXPRESSLY AGREE THAT IN CONNECTION WITH ALL OF YOUR ORANGE COUNTY'S FEDERAL CREDIT UNION MEMBERSHIPS TOGETHER, YOU WILL NOT DISCLOSE YOUR LOGIN USERNAME AND PASSWORDS TO ANYONE, INCLUDING ANY JOINT ACCOUNT OWNERS/BUSINESS ACCOUNT AUTHORIZED SIGNERS. Additional joint account owners or Business Account authorized signers will obtain separate a login. The unauthorized use of your Login username and password, or other means to access your accounts could cause you to lose some or all of the money in your accounts. Additionally, it could permit unauthorized persons to gain access to your sensitive personal and account information and to use such information for fraudulent purposes.

You understand you are responsible for all transactions you authorize using the Digital Banking services. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions. You understand and agree that you will be responsible for all transactions that you make and/or initiate, including fraudulent transactions where you initiate the transaction but are the victim of fraud or transactions you initiate in error. When you give someone your Login username and password, or other means to access your accounts, you are authorizing that person to use your Digital Banking services, and you are responsible for all transactions that person performs while using your Digital Banking services unless otherwise provided for by applicable law. All transactions that person performs, even those transactions you did not intend or want performed, are

authorized transactions unless otherwise provided for by applicable law.

You acknowledge and agree that the Credit Union is entitled to act on all transaction instructions received using your Login username and password, which will have the same effect as your signature for the purpose of authorizing transactions. If you authorize anyone to use your Login username and password in any manner, that authority will be considered valid until you specifically revoke such authority by notifying the Credit Union in writing, and immediately changing your Login Username and password. You will be responsible for any transactions made by such authorized persons up to the time you notify the Credit Union of the revocation and the Login username and password have been changed.

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

V. Additional Terms and Conditions Applicable to Business Accounts Digital Banking – Managing Users, Sub-Users, and Security Credentials

These additional terms and conditions supplement and form part of the Business Agreement and Disclosure Agreement, or Other Agreements, as applicable, including but not limited to business accounts funds transfer, ACH, wire, or treasury management agreements.

1. Granting Access To Digital Banking. The Business Member (“Company”) agrees to consistently and regularly monitor who has access to Company’s accounts through Digital Banking. Because Company’s account is a business account, Company understands and agrees that any transaction initiated through Digital Banking by any person authorized by Company—whether directly or indirectly—shall be deemed an authorized transaction of Company, for which Company remains fully responsible and liable. The username, password, and/or mobile device biometric authentication collectively acts as the “Security Credentials” Company selects for its security purposes and should not be disclosed any third party. Company is responsible for maintaining the confidentiality of Security Credentials. To maintain security and prevent unauthorized usage of Digital Banking, Company agrees to establish internal security controls, including, at a minimum:

- Requiring users to memorize Security Credentials.
- Establishing unique Security Credentials for each user.
- Limiting privileges granted to Sub-Users.
- Performing regular user access audits to ensure any unused or inappropriate access is deleted and removed from Digital Banking.
- Prohibiting the sharing or shared use of user’s Security Credentials.
- Performing regular user access audits to ensure no one at Company (or otherwise) is sharing a user’s Security Credentials.
- Establishing clear transaction and authority limitations for each user.

Additional verification may also be required to access Digital Banking. In the event of additional verification, Company agrees that the Credit Union may use a One-Time Passcode (“OTP”) and send a text message or other verification device to confirm the user’s identity.

Company agrees that the use of Security Credentials will have the same effect as a signature authorizing

transactions. The Credit Union is entitled to rely on the authority of any person who accesses Company's accounts via Digital Banking using valid Security Credentials, including but not limited to, any Business Administrator or Sub-User.

Company further understands and agrees that:

- Transactions initiated by any Business Administrators or Sub-Users that exceed Company's internal limitations, instructions, or authority are nevertheless authorized transactions binding upon Company;
- The Credit Union may rely solely on authenticated Security Credentials to identify authorized access, without inquiry into internal Company authority or limitations; and
- Transactions initiated with fraudulent intent by Company, its users, or any person acting with Company's or its users' Security Credentials are considered authorized transactions, except as otherwise expressly required by applicable law.

Company is solely responsible for safeguarding its business, financial, and personal information, Security Credentials, passwords, and other access controls to prevent unauthorized access to or use of Company's accounts through Digital Banking.

2. Business Administrator Access. Any individual authorized by Company as an authorized signer on Company's account(s), as reflected in the Credit Union's records and accepted by Orange County's Federal Credit Union, may establish Digital Banking access on behalf of Company. For purposes of Digital Banking, any such individual who establishes an online banking profile for Company is designated within the Digital Banking system as a "Business Administrator." The designation of "Business Administrator" is a system-based designation used solely to identify a user with administrative functionality within Digital Banking and does not create, expand, or modify legal authority beyond that granted by Company.

Business Administrators are granted access to Digital Banking features available to Company, which may include the ability to create, modify, and terminate Sub-User access and assign roles and permissions, subject to system capabilities and Company's internal controls.

Company acknowledges and agrees that:

- All actions taken by a Business Administrator are taken on behalf of Company and are binding upon Company;
- Company is responsible for all transactions and actions performed by a Business Administrator, regardless of whether a Business Administrator exceeded Company's internal instructions, acted without authority, or acted without Company's knowledge;
- The Credit Union is entitled to rely on the authority of any Business Administrator as established through authenticated Security Credentials, without inquiry into internal Company agreements, restrictions, or limitations; and
- Business Administrators are solely responsible for providing all technical and operational support to Sub-Users, including access issues, password resets, role changes, and user removal.

3. Sub-User Access. Business Administrators may grant Digital Banking access to individual users ("Sub-Users") and assign roles and permissions, which may include access to certain Digital Banking services, including but not limited to balance inquiries, transfers, withdrawals, mobile or remote deposit, bill payment, account alerts, ACH transactions, and wire transfers.

Company understands and agrees that:

- All Sub-User privileges are established, administered, monitored, and terminated solely by Company through its Business Administrator(s);
- Each Sub-User must establish individual Security Credentials;
- A Sub-User is not required to be an authorized signer on Company's account;
- The Credit Union may rely, without further inquiry, on the authority of any Sub-User or other person who accesses Company's accounts using authenticated Security Credentials, whether or not such person is a signer on Company's account; and
- Company is responsible for all transactions and actions performed by any Sub-User, regardless of whether the Sub-User exceeded Company's instructions or authority.

The Credit Union does not service, support, advise, or communicate with Sub-Users. The Credit Union is not subject to any agreements between Company and its Sub-Users limiting their access, authority, or transaction permissions.

4. Sharing Security Credentials Prohibited. Company agrees that the sharing of Security Credentials among users or with any other person is strictly prohibited. Any such sharing is a risk assumed solely by Company.

Company agrees to immediately change, and require its users to change, Security Credentials when any user leaves Company's employment or is otherwise no longer authorized to access Digital Banking.

Notwithstanding this prohibition, if Company permits any person to access Digital Banking using shared Security Credentials, Company is authorizing that person to:

- Access all account information available through those credentials; and
- Initiate and conduct transactions, withdrawals, and service requests of any type available through Digital Banking, without limitation as to amount, duration, or purpose, regardless of any internal restrictions imposed by Company.

Company is responsible for all actions taken using shared Security Credentials. Authority granted through Digital Banking shall be deemed unlimited in amount and manner until Company affirmatively revokes such authority by removing the user's access within Digital Banking and changing applicable Security Credentials.

Company remains liable for all activity occurring prior to such revocation and notification to the Credit Union.

5. Use of Security Credentials. Company agrees that the use of its Security Credentials, or the Security Credentials of any user, shall have the same legal effect as Company's signature authorizing transactions, service requests, amendments, and other actions conducted through Digital Banking. The Credit Union is entitled to rely on the authority of any person accessing Digital Banking using valid Security Credentials, without regard to whether such person is a signer on Company's account or whether the action exceeds Company's internal authority.

6. Risk Allocation and Limitations of the Credit Union Responsibility. To the fullest extent permitted by law:

- Company assumes all risks associated with the establishment and use of Business Administrators and Sub-Users;
- The Credit Union has no obligation to monitor, review, or evaluate the appropriateness of user access, permissions, or activity; and
- The Credit Union shall not be liable for any loss, damage, or claim arising from actions or omissions of Company's users, the misuse or compromise of Security Credentials, or Company's failure to maintain adequate internal controls or segregation of duties.

7. Acknowledgment. By establishing, maintaining, or permitting Business Administrator or Sub-User access to Digital Banking, Company acknowledges and agrees to be bound by this Disclosure and accepts full responsibility for all activity conducted through Digital Banking using Company's or its Users' Security Credentials.

8. Indemnification and Liability. To the fullest extent permitted by applicable law, Company agrees to indemnify, defend, and hold harmless Orange County's Federal Credit Union, and its directors, officers, employees, agents, and service providers, from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Any action or omission of Company, any Business Administrator, Sub-User, or other person accessing Company's accounts through Digital Banking;
- The establishment, use, misuse, or failure to timely revoke Business Administrator or Sub-User access;
- The compromise, misuse, or sharing of Security Credentials;
- Any transaction initiated through Digital Banking using authenticated Security Credentials;

- Any dispute between Company and its Business Administrators, Sub-Users, employees, agents, or third parties; or
- The Credit Union's reliance on instructions or transactions initiated through Digital Banking in accordance with these terms and conditions.

This indemnification obligation includes, without limitation, claims asserted by third parties, regulatory agencies, or governmental authorities and survives termination of Digital Banking access.