

# Online Service Agreement For Consumers

**Effective September 18, 2018**

You should read this document carefully and print a copy for your reference. You may refer back to it by accessing the Disclosure section within our website.

To print the Online Service Agreement, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

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## Section I: General Terms and Conditions Applicable To All Online Service Users

### 1. Introduction

This Online Service Agreement (“Agreement”) states the terms and conditions that govern your use of Xceed Online, Xceed Mobile, Xceed Online for Credit Cards and any applicable software products and associated documentation we may provide through those websites or for the use of the products, services or functionality offered through those websites (“Software”) (collectively, the “Online Service”). As used herein, the terms “Credit Union”, “Xceed”, “us,” “we,” or “our” means Xceed Financial Federal Credit Union, and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Online Service; “you” or “your” means (1) an individual or entity that is the owner of an account or a party-in-interest to or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; and “Card” refers to the credit or debit card issued by us.

***The terms of this Agreement apply whenever you use the Online Service on your consumer account(s) via the Online Service. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts.***

Products and services described as well as associated fees, charges, rates and balance requirements, may differ among geographic locations and may change from time to time. Not all products and services are offered at all locations. By offering this Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services are prohibited by law.

We shall have the right, at our sole discretion and with reasonable notice to amend this Agreement and/or cancel or suspend the stated programs, products, services, and functionality temporarily or permanently.

FOR INFORMATIONAL PURPOSES ONLY: The information obtained in the Online Service is for informational purposes only and is not intended to collect, assess, or recover a discharged debt from you, or as a demand for payment from any individuals protected by the United States Bankruptcy Code. If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and is not an attempt to collect a debt.

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## 2. Accounts with Multiple Owners/Signers

Payments or transfers should not be requested from any account that requires two or more signatures. The Online Service is generally offered only to individual residents of the United States who can enter into legally binding contracts under applicable law. Without limiting the foregoing, the Online Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Online Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

You understand that the primary or any joint owner or authorized signer of your account can sign up for the Bill Payment Service. You also understand that once the Bill Payment Service is established, the primary or any joint owner or authorized signer of your account may terminate the Bill Payment Service by notifying us in writing. You understand that once the Bill Payment Service has been terminated, it cannot be re-instated. You hereby agree to indemnify, defend, and hold us harmless from acting upon the request of the primary, joint owner or authorized signer of your account.

## 3. Agreement; Online Service

When you use or access, or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, at our sole discretion, by sending you written notice if required by applicable law by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the changes.

The Online Service is an online financial services website offering a variety of content, products and services. We grant to you, for your personal, a non-exclusive, non-transferable limited and revocable right to access and use the Online Service as well as any Software. Any Software provided through the Online Service must be downloaded by you in the United States. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service, your card or your account for any illegal activity or transaction or for the purchase of any goods or services on the Internet that involve gambling of any sort, including but not limited to any quasicash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service or Mobile Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sub-license, distribute, export or resell any portion of the Online Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you, except for the rights specifically set forth in this Agreement.

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We are offering you the Services through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service, subject to applicable limitations on our liability under this Agreement. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

All marks and logos related to the Online Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Online Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Online Service, the portion of the Site through which the Online Service is offered, the technology related to the Site and Online Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Online Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors’ exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Online Service, regardless of the purpose of the use, and for all communications you send through the Online Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Online Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Online Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Online Service, or interfere or attempt to interfere, with the Site or the Online Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 8 of the General Terms (Notices) of any violations of the General Terms or the Agreement generally.

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The following types of payments are prohibited through the Online Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the terms of the preceding paragraph entitled "Acceptable Use"; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 8 of the General Terms (Notices) below of any violations of the General Terms or the Agreement generally.

You agree, in the event that a transaction described in this section is processed, you will still be responsible for such transaction.

Available services within the Online Service are subject to the terms and conditions of this Agreement. The Online Service allows you to do the following, as may be amended from time to time:

- a. Transfer funds between your linked Xceed accounts on either a one-time or recurring basis, including making payments to a linked loan
- b. Transfer funds from your linked Xceed accounts to most Xceed accounts of other members;
- c. Make bill payments;
- d. Apply for loans and/or share accounts;

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- e. Obtain account balance and certain other account information for your Xceed accounts (including share draft, share or other deposit accounts and loan accounts);
- f. Obtain account balance and certain other account information for your non-Xceed accounts through Personal Financial Management;
- g. Review transaction information on your accounts;
- h. Download certain account transactions to your personal computer;
- i. View online statements;
- j. View online check images;
- k. Perform self-service account maintenance such as re-ordering checks, requesting copies of monthly share draft or share statements, stopping payment on checks, updating your address, email address and phone number, and changing your login credentials and/or password;
- l. Send us secure online messages and questions regarding your account.

At our sole discretion, we may, from time to time, introduce new features to the Online Service or modify or delete existing features. We shall notify you of such modifications if required by applicable law. By using any new or modified features, you agree to be bound by the terms and conditions associated with such features, if any.

#### **4. Computer Equipment; Browser Access and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web browsers and access devices and the best commercially available encryption, anti-virus, anti-spyware, and internet security software. You are additionally responsible for obtaining internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Service for your convenience and have made your own independent assessment of the adequacy of the internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems.

Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet service provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

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### 5. Third Party Websites/Services/Links

In connection with your use of the Online Service, or any other services provided in connection with them, you may be made aware and provide access to services, products, offers and promotions provided by third parties (“Third Party Services”). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services, including, but not limited to, any applicable fees and charges. You agree that the third party is responsible for the performance of the Third Party Services. The Online Service may contain or reference links to websites operated by third parties (“Third Party Websites”). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in the Online Service. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Online Service, Third Party Services or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Third Party Services, include, but are not limited to check reordering and mortgage loan(s) sub-serviced by Dovenmuehle Mortgage, Inc.

### 6. Passwords

If you are issued or create any password or other credentials to access the Online Service or the portion of the Site through which the Online Service is offered, you agree not to give or make available your card numbers, account numbers, PINs, user names, passwords, security questions, or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Online Service without your consent, you must inform us AT ONCE at the telephone number provided in Section 8 of the General Terms (Notices). See also Section 12 of the General Terms (Your Liability for Unauthorized Online Service Transactions) regarding how the timeliness of your notice impacts your liability for unauthorized transfers. We may at our discretion change the parameters for the password used to access the Online Service (“Password”) without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. YOU AGREE THAT USE OF THE PASSWORD OR OTHER CREDENTIALS CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your Password acts as your signature. All transactions affected by use of the Online Service contemplated hereunder that would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of your Password(s) or other credentials or as otherwise authorized under this Agreement. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, Security Questions or other means of accessing your accounts via the Online Service.

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To the extent permitted by law: (a) The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection, credit line, or draws on your credit card account. (b) It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. (c) If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. (d) If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 800.932.8222.

For more information regarding protecting your personal information, please refer to our website.

### 7. Information Authorization

Your enrollment in the applicable Online Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Online Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Online Service, to authenticate you when you log in, to send you information about the Online Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Online Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Online Service. The following provisions in this Section apply to certain Online Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us . This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

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- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

### 8. Notices

You agree that by using the Online Service and providing your consent to receiving disclosures in an electronic format, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically, at our discretion, to any electronic mailbox we have for you, or by access to a website that we will designate in an email notice we send to you at the time the information is available, or, to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose (for example, our website), or by any other means allowed by law. At our sole discretion, we may choose to mail to your address of record, which may include a forwarding address given to us by the U.S. Postal Service (“USPS”), any such notices and communications. Any notice we give to you will be effective when we email or mail it to you. Notice to you or any individuals authorized to conduct transactions on your behalf, designated authorized signer and/or user is notice to you and all other individuals authorized to conduct transactions on your behalf, designated authorized signer and/or users.

By providing your consent to receiving disclosures in an electronic format, you understand and agree that we have the option to electronically notify you of changes in the Online Service terms and conditions. You agree to be bound by the revised terms and conditions and understand that they will be included in the next amendment or addendum to our Agreement and Disclosures booklet and this Agreement.

You may view your transaction history by logging into the Online Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Except as otherwise stated below, notices to us concerning the Site or the Online Service must be sent by postal mail to: Xceed Financial Federal Credit Union, Attn: eServices, 888 North Nash Street, El Segundo, CA, 90245. We may also be reached at **800.932.8222** for questions and other purposes concerning the Online Service. We will act on your telephone calls as described below in Section 20 of the General Terms and Conditions Applicable To All Online Service Users (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Online Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Online Service setup or member profile. For example, users of the Online Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described above. We reserve the right to terminate your use of the Online Service if you withdraw your consent to receive electronic communications.



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## 9. New Features

We may, from time to time, introduce new features to the Online Service or modify or delete existing features at our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

## 10. Online Service Fees

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. The Online Service fees, include, but are not limited to, the charges listed below.

- a. You will be responsible for paying any telephone company or utility charges and/or internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as “Quicken” or “Quickbooks”), a fee may be charged for the use of those services and additional service terms and conditions may apply.
- b. As an Online Service user, you understand and agree that you may be charged fees for processing certain optional transactions or services such as expedited payments, copies of checks that have cleared your account and have been paid, and stop payment orders. You agree to pay such charges and authorize us to charge first your designated share account, and in the event there are not sufficient funds in the account, then charge your other share and/or money market accounts, for these amounts and any additional charges that may be incurred by you.
- c. If we process a transaction in accordance with your instructions that overdraws your account, you will be charged a fee in accordance with our current fee schedule.
- d. You understand and agree that you may be charged a fee for services and products provided by and transactions performed through a third-party, according to the terms and conditions disclosed to you.

## 11. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE, OUR AFFILIATES AND OUR SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN “AS IS” “WHERE-IS” AND “WHERE AVAILABLE” BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT.

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TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

### 12. Your Liability for Unauthorized Online Service Transactions

If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize from or on your accounts. **If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by calling .800.932.8222 or writing to us at Xceed Financial Credit Union, 888 N Nash Street, El Segundo, CA 90245**

Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back 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. If a good reason, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

### 13. Failed or Returned Payment Instructions

In using the Online Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

## Online Service Agreement For Consumers

- b. You may be assessed a late fee equal to the lesser of one and a half percent (1.5%) of any unpaid amounts or the maximum amount permitted under applicable law, plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

### **14. Our Liability for Failure to Complete Online Service Transactions**

We will use reasonable efforts to complete all your transactions properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- a. Circumstances beyond our control (such as fire, flood, acts of God, acts of terrorism, power outages and the like, or earthquake) prevent the transaction, despite reasonable precautions;
- b. Through no fault of ours, you do not have enough money in your account (or sufficient collected funds) to make a transaction;
- c. The funds in your account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- d. We have received incorrect or incomplete information from you or from third parties (e.g. the U.S. Treasury, an automated clearing house, or a terminal owner);
- e. Your telephone, PC, or Online Service was not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction;
- f. Your Online Service password has been reported lost or stolen, or has been repeatedly entered incorrectly;
- g. The transaction would exceed your personal line of credit or overdraft line of credit;
- h. You have not properly followed the instructions or have provided us with wrong or inaccurate information;
- i. You have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee/Biller on a payment;
- j. The Payee/Biller or, for External Transfers, the third party financial institution holding your account, mishandles or delays processing or posting a transaction;
- k. You instruct us to make a payment on a date that does not ensure timely payment to the payee (at least seven full business days prior to the due date of the bill);
- l. Your failure to complete the transaction is done to protect the security of your account and/or the electronic terminal system;
- m. There is terminal or equipment failure;
- n. You fail to notify us of any inaccuracy in any merchant list that has been set up on your account;
- o. You receive notice from a merchant or institution that any payment you have made through the Online Service remains unpaid, and you fail to notify us promptly of that fact;
- p. The payee was a merchant or institution you are not permitted to designate;
- q. You fail to request to stop one or more payments three business days or more before the transfer is scheduled; and/or
- r. Our failure to stop payment resulted in payment on your behalf of a debt for which you were actually liable and you thereby received the benefit of our payment.

## Online Service Agreement For Consumers

The list of examples set out in the above paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment. There may be other circumstances and we may establish other circumstances in addition to those specifically mentioned above.

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

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. It is your responsibility to ensure the accuracy of any information that you enter into the Online Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

### 15. Limitation on the Online Service Transactions

There are limits on the amount of money you can send or receive through our Online Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Online Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account. The following limitations also applies:

- Transfers which will overdraft or close your account(s) are not permitted.
- Transactions cannot be made from any account in an unavailable status, such as a dormant or inactive account or from any account subject to legal process or other encumbrance restricting the transfer.
- For all share accounts, except checking accounts, during any given month, you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a check, draft, debit card, preauthorized or automatic transfer, or telephonic order or instruction. Transfers or withdrawals in excess of these limitations may not be honored, and your account may be subject to closure by us.
- We reserve the right to refuse to pay any Payee/Biller whom you may designate for a payment. We may notify you if it is decided to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay or transfer any illegal activity or transaction or for the purchase of any goods or services on the Internet that involve gambling of any sort, including but not limited to any quasicash or online gambling transaction, any electronic commerce transaction conducted over an open network, and any betting transaction including the purchase of lottery tickets or casino gaming chips or off-track betting or wagering, each of which is prohibited under this Agreement.

### 16. Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

## Online Service Agreement For Consumers

### 17. Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and any end user license agreements ("EULA") provided in conjunction with your use of the Software, the terms of the EULA, as the case may be, will control except as may be otherwise stated herein.

### 18. Termination; Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice, including, but not limited to, your failure to remain in good standing with us or your failure to access the Online Service for a period of 120 consecutive days. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

You can generally access the Online Service seven (7) days a week, twenty-four (24) hours a day, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and internet software. At certain times, some or all of the Online Service may not be available due to system maintenance or unscheduled emergencies. During these times, you may visit an Xceed Financial Center on a Business Day, Xceed ATM or other network ATM to conduct your transactions. Hours and Xceed Financial Center locations are subject to change without prior notice. Please inquire with specific Xceed Financial Centers or visit our website for our business hours.

Not all of the products or services, or functionality of those products and services, described on the Site(s) are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

If you do not access the Online Service for a period of 120 consecutive days, your access privileges will be canceled. You can reinstate these privileges simply by sending us a secure message via the Online Service, or calling us at 800.932.8222.

You may terminate the Online Service or the Bill Payment Service at any time by notifying us in writing and no longer using the service. Any authorizations from you to make payments will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to process it. Once we have acted upon your request for termination, no further payments will be made; including payments scheduled in advance or pre-authorized recurring payments.

We also reserve the right to terminate your Bill Payment Service and/or Online Service at any time and without advance notice if you incur excessive NSF or overdraft transactions, or otherwise misuse the Online Service. Termination of the Bill Payment Service and/or Online Service privileges in no way affects your responsibility for transactions chargeable to any of your Xceed accounts, when the transactions are posted to us. Any such termination by you or us applies only to Bill Payment Service and/or Online Service and does not necessarily close any of your accounts or services.

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Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Online Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

### 19. Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our associates says and the terms of this Agreement, the terms of this Agreement shall control.

### 20. Errors, Questions, and Complaints

In case of errors or questions about your electronic payments or transfers to or from your accounts, you should telephone or write us as soon as you can, at the address or phone number set forth in the section above entitled "Your Liability for Unauthorized Online Service Transactions" if you think that your statement is wrong or you need more information about a transfer or payment listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and the account number(s) of the account(s) involved.
- b. Describe the error or the transfer or payment you are uncertain about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us in person or by telephone, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will give you the results of our investigation within 10 Business Days (or 20 Business Days if your account was opened less than 30 days prior to the date of the suspected error) after we hear from you. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 45 days (or 90 days if your account was opened less than 30 days prior to the date of the suspected error) to investigate your complaint or question. If we decide to do this, we will credit the account in question within 10 Business Days (or 20 Business Days if your account was opened less than 30 days prior to the date of the suspected error) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Such crediting is referred to as a provisional credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit the account(s) that was the subject of your complaint. If the transaction complained of involves an account that is subject to margin requirements or is otherwise covered by Regulation T of the Federal Reserve Board, we will not provisionally credit the account involved.

We will tell you the results within three (3) Business Days after completing our investigation. If we find there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we provisionally credit your account, we may take back the amount of any credit if we find that an error did not occur.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

# Online Service Agreement For Consumers

## 21. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify and hold us and our Affiliates, Service Providers, Service Provider Affiliates, and each of the foregoing's respective officers, directors, associates and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

## 22. Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Policy, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, email and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

If you receive information about another person through the Online Service, you agree to keep the information confidential and only use it in connection with the Online Service.

## 23. Choice of Law; Waiver; Remedies; Severability

This Agreement and its enforcement will be interpreted and subject to applicable federal laws and the laws of the state of California without resort to California's Conflict of Laws rules.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part 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.

## Online Service Agreement For Consumers

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Online Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Online Service for any reason or no reason and at any time. The remedies contained in this section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### 24. Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### 25. Canceling/Stopping Payment and Transfers

If you have questions regarding cancelling or stopping payment you may use a secure message via Xceed Online or call .800.932.8222 and speak with an Xceed Associate. When requesting a stop payment on checks, if you call, we may also require you to put your request in writing and supply it to us within fourteen (14) days. We will charge a fee for each stop payment order your request as disclosed in our current fee schedule.

### 26. Duplicate Transactions

You authorize us to pay any duplicate transactions that you have directed. The Online Service will not notify you of any duplicate transactions. **WE WILL NOT BE RESPONSIBLE FOR ANY PAYEE/BILLER'S REFUSAL TO RETURN ANY DUPLICATE TRANSACTIONS MADE.**

### 27. Account Information

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

# Online Service Agreement For Consumers

## 28. Address or Banking Changes

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Online Service, changes may be able to be made within the user interface of the Online Service or by contacting us for the Online Service as set forth in Section 8 of the General Terms (Notices) above. We will also update your contact information based on information you provide through other services, such as by coming into an Xceed Financial Center. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

## 29. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

## 30. Definitions

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Payee/Biller" 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.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that credit unions are legally closed.
- e. "Eligible Transaction Account" is an account from which your transfers or payments will be debited, your Online Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Online Service. Depending on the Online Service, an Eligible Transaction Account may include a checking, savings, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- f. "Internal Transfer" means any Payment Instruction to transfer funds electronically from one Xceed account to another, or to advance funds from an Xceed line of credit to another.
- g. "Payment Instruction" is the information provided for a payment to be made under the applicable Online Service, which may be further defined and described below in connection with a specific Online Service.
- h. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- i. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Online Service to you on our behalf.

## 31. Release

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Online Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

# Online Service Agreement For Consumers

## 32. No Waiver

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.

## Section II: Additional Disclosures Applicable to Specific Online Service

### A. Mobile Banking

Your enrollment in the Online Service may include access to some products and services through a mobile device ("Mobile Banking"). By using Mobile Banking, you agree to the following terms. You agree that we may send you information relative to Mobile Banking through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, email address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Banking.

Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

Mobile Banking Service is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account information, activity, balance or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Banking may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carrier(s), other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Banking. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via Mobile Banking, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via Mobile Banking, including but not limited to account balance information.

The method of entering instructions via the Mobile Banking may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences, whether or not attributable to your use of Mobile Banking. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

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## B. Alerts and Mobile Text Services

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, “Text Services”) and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, email address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees) arising from your provision of a phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. The information in any alert may be subject to certain time lags and/or delays. You also understand that there may be a disruption in service when you change your communications service provider. For phone Alerts, information may be delivered to voicemail or answering machines if nobody answers the phone. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carrier(s), or other parties. We neither guarantee the delivery nor the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, your use or reliance on the contents of any messages sent through the Alerts and Text Services. The Text Services are only available to members who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. We reserve the right to terminate any request from you, for any Alert, at any time. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. The types and frequency of your Alerts will be managed by you, and the Alerts may be stopped, or suspended by you at any time. **To cancel the Text Services, send STOP to 767666 at any time. You may also cancel the service by deactivating the feature on the Online Service.** For help or information on the Text Services, send HELP to 767666.

## C. Personal Financial Management

Personal Financial Management (“PFM”) is an easy-to-use tool designed to help Xceed members manage their everyday finances within the Online Service by allowing access to information relating to your accounts at Xceed and other institutions, including: (a) balances; and (b) recent transactions;. Certain limitations may apply. We do not guarantee that any third party institution will allow access to your accounts with such institutions. By combining data from thousands of financial institutions and creditors, PFM gives you a more complete picture of your financial well-being. You can track income and expenses within your accounts, and generate a simple income/expense report to simplify tax time. By using PFM to access a third party institution’s website, you agree: (a) you are granting us full authority as your attorney-in-fact, with the full power to act as your agent, to perform each and every activity you request; (b) the accounts at other institutions that you access through PFM are your accounts and/or you have the actual authority to access such accounts; (c) you cannot use PFM to initiate any transfers, Bill Pay transactions, or other transactions involving the movement of funds to or from your accounts with Xceed or another institution; and (d) any information from another institution that we make available to you through PFM is for informational purposes only and we disclaim any representations as to its accuracy or that it is current, and we are not responsible for any inaccuracies, errors, or delays, nor are we responsible for your reliance on any such information.

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## D. Internal Account to Account Transfers and Cross Member Transfers Additional Terms

### 1. Description of Service.

- a. To use the Internal Transfer Service, you must maintain at least two eligible accounts with us, among which you may transfer funds - up to (i) your available balance; (ii) your credit limit; or (iii) from a home equity line of credit, up to your available credit limit.
- b. Using the Online Service, you can transfer funds from your Xceed share accounts to Xceed share accounts in another Xceed member's account, ("Cross Member Transfer"). To use the Cross Member Transfer Service, you must set up the recipient's account number, among which you may transfer funds up to your available balance. You must confirm the account number of the recipient before performing any type of transfers. The Cross Member Transfer will be processed based solely on account number provided. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 20 of the General Terms and Conditions Applicable to All Online Service Users (Errors, Questions, and Complaints).

### 2. Transfer Methods and Amounts.

- a. You authorize us to charge your designated From Account for all transfers of funds that you initiate through the Transfer Service and you agree to have sufficient funds or available credit in your From Account on the send/scheduled date for each such transfer you schedule. We will not be obligated to make any transfer you may request unless there are sufficient available funds or available credit in your From Account to cover the transfer on the send/scheduled date. If there are insufficient available funds (or available credit) to cover a current day transfer, we will not retry the transaction and the transfer will be immediately rejected. After the first attempt, the transfer request will be cancelled. We may send you a secure message advising you of the failed attempt to charge your From Account.
- b. Current day transfers to or from share accounts held by us that are made before the Cutoff Time will reflect the current date, be effective immediately and deducted from your From Account as soon as you receive the reference number from us.
- c. Funds transferred to share accounts held by us and made after the Cutoff Time or on a non-Business Day will be available for immediate cash withdrawal at ATMs and for online payments and transfers, however the transaction will reflect the date of the next Business Day and the funds will not be available to cover off-line payments such as paper checks until the next Business Day.
- d. Repeating or future dated transfers will be deducted from your From Account and paid to your To Account on the same calendar day of each transfer period, or on the next Business Day if the date of the scheduled transfer falls on a non-Business Day, subject to the Cutoff Time. For example, if the scheduled date is a Saturday, the transaction will be posted as of the next business day, Monday.
- e. Transfers to loans held at Xceed may be made in amounts of up to the available balance in your From Account per day. Only Business Days may be chosen for transfers to your loans held by us. Transfers to such accounts must be received by us by the Cutoff Time to receive credit on that same Business Day; transfer requests to such accounts received on any non-Business Day or after the Cutoff Time on any Business Day will be processed on the next Business Day. Transfers to loans held by us are reflected in the share account as soon as the transfer request is received by us but will not be reflected in the outstanding balances of the credit account until the Business Day following the Send On date.
- f. Current Day transfers from credit accounts held by us will be reflected in your account as soon as we receive the transfer request. The minimum or maximum you will be able to withdraw via the Internal Transfer/Cross Member Transfer Service is subject to the terms of your existing credit agreements with us. Future Dated and Repeating transfers cannot be made from credit accounts with us.

## Online Service Agreement For Consumers

g. All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff.

### 3. Transfer Cancellation Requests and Refused Transfers.

You may cancel/edit any future scheduled transfer or payment until it is processed. You may cancel or edit scheduled Internal Transfer/Cross Member Transfer (including recurring Internal Transfer/Cross Member Transfer) if the payment has not yet been processed. To cancel any of your Future-Dated Internal Transfer, simply select "Cancel" next to the transfer in the "Pending Payments" section of the "Transfer Funds" summary screen.

### 4. Stop Payment Requests.

In view of the immediate posting of the Internal Transfer /Cross Member Transfer Service, you may not stop payment on any Internal Transfer/Cross Member Transfer Service transactions, other than Future-Dated Internal Transfer, which you may cancel any time prior to the "Transfer Date".

### 5. Definitions

"Cutoff Time" means 6:00 PM Pacific Standard Time on any Business Day for an Internal Transfer/Cross Member Transfer. It is the time by which we must receive Instructions to have them considered entered on that particular Business Day.

## E. External Account to Account Transfers Additional Terms

### 1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that any External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to non-sufficient funds.

## Online Service Agreement For Consumers

- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- e. You understand that 2 (two) is the maximum number of distinct users (within the Credit Union) that can use a specific External Account and/or Eligible Transaction Account. You understand that 5 (five) is the maximum number of External Accounts a user can add to their profile.

### **2. Transfer Methods and Amounts.**

Section 15 of the General Terms (Limitation on the Online Service Transactions) applies to the Service, even in circumstances where the Account or External Account is closed and we are attempting to return funds to such Account.

### **3. Transfer Cancellation Requests and Refused Transfers.**

You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

### **4. Stop Payment Requests.**

If you desire to stop any transfer that has already been processed, you must contact us for the Service pursuant to Section 20 of the General Terms and Conditions Applicable to All Online Service Users (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

## Online Service Agreement For Consumers

### **5. Service Fees and Additional Charges.**

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your share accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 13 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 13 of the General Terms (Failed or Returned Payment Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

### **6. Refused Transfers.**

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

### **7. Returned Transfers.**

In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

### **8. Definitions**

“Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

“Eligible Transaction Account” is as defined in Section 30 of the General Terms (Definitions), except that it shall be limited to a checking, money market or savings account that you hold with us.

“External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

“Transfer Instruction” is a specific Payment Instruction (as defined in Section 30 of the General Terms (Definitions)) that you provide to the Service for a transfer of funds.

# Online Service Agreement For Consumers

## F. Bill Payment Service Additional Terms

### 1. Description of Service.

The term “Bill Payment Terms” means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the “Service”) enables you to receive, view, and pay bills from the Site. The Service allows you to make payments to merchants, other institutions or individuals from your designated Xceed account via the Internet. You can make one-time payments as well as set up recurring periodic payments. The Service is offered only to individual residents of the United States and its permitted territories who can form legally binding contracts under applicable law; without limiting the foregoing, the Service is not offered to minors. We do not knowingly offer the Service to nor collect any personal information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Service, you represent that you meet these requirements.

### 2. Payment Scheduling.

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

### 3. The Service Guarantee.

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

### 4. Payment Authorization and Payment Remittance.

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

## Online Service Agreement For Consumers

### **4. Payment Authorization and Payment Remittance.**

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has 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 your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **5. Payment Cancellation Requests.**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **6. Stop Payment Requests.**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us for the Service in the manner set forth in Section 20 of the General Terms and Conditions Applicable to All Online Service Users (Errors, Questions, and Complaints). Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **7. Exception Payments Requests.**

Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

## Online Service Agreement For Consumers

### 8. Bill Delivery and Presentment.

The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
- b. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
- c. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
- d. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, held by the Biller. Any changes will require you to 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 bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. Activation. We will 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. 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.
- f. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- g. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we 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 log on 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.

## Online Service Agreement For Consumers

- h. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The time frame 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. We 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.
- i. Non-Delivery of electronic bill(s). You agree to hold us harmless 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.
- j. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

### 9. 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 in the following situations pursuant to our Privacy Policy (as further described in Section 22 (Records; Communication) of the General Terms), in addition to the circumstances set forth in Section 7 of the General Terms (Information Authorization):

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your written permission.

### 10. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your share accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 13 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

### 11. Biller Limitation.

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you. As set forth in Section 3 of the General Terms (Agreement; Online Service) or an Exception Payment under this Agreement.

## Online Service Agreement For Consumers

### 12. Returned Payments.

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

### 13. Information Authorization.

In addition to Section 7 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

### 14. Definitions.

"Biller" or "Payee" 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.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 30 of the General Terms (Definitions), except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit, share or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 30 of the General Terms (Definitions), and is further defined as 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).

"Scheduled Payment" is a 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, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

# Online Service Agreement For Consumers

## G. Popmoney® Payments Service Additional Terms

### 1. Description of Service.

- a. The term “Popmoney Terms” means these Popmoney Payments Service Additional Terms. “Popmoney” is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the “Service”) enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. You understand and agree that you must meet the eligibility requirements and be enrolled in the Bill Payment Service in order to use the Popmoney Service. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the “Popmoney Website”) and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

### 2. Payment Authorization and Payment Remittance.

- a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were canceled and returned to you because the processing of the Payment Instruction could not be completed.
- c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 20 of the General Terms and Conditions Applicable to All Online Service Users (Errors, Questions, and Complaints).
- d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

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1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in Section 5 of the Popmoney Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

### 3. Initiation of Payment Instructions.

You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

## Online Service Agreement For Consumers

### 3. Initiation of Payment Instructions (cont'd).

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.

### 4. Receiving Payments.

If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

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If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

### **5. Payment Cancellation.**

Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically canceled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

### **6. Mobile Phone Users.**

Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

# Online Service Agreement For Consumers

## 7. Service Fees and Additional Charges.

You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Popmoney Request, if applicable. 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 Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your share accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 13 of the General Terms (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

## 8. Refused Payments.

We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.

## 9. Returned Payments.

In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

## 10. Definitions.

“Popmoney Request” means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Service.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.

“Sender” is a person or business entity that sends a Payment Instruction through the Service.

## H. Withdrawal by Check Service

1. To use the Withdrawal by Check Service, you must maintain at least one eligible account with us, among which you may withdraw funds - up to (A) your available balance; or (B) your credit limit.
2. You authorize us to charge your designated savings or checking account for all withdrawals that you initiate through the Withdrawal by Check Service.
3. Withdrawal requests from your account are made by check, made payable to the primary owner as payee and is mailed to the primary owner’s mailing address on record.

# Online Service Agreement For Consumers

## I. New Account Opening

Your enrollment in the Online Service also includes access to New Account Opening Service. By opening a new account online, you agree to the terms and conditions provided to you during the account opening process. The New Account Opening Service is offered only to individuals who can form legally binding contracts under applicable law; without limiting the foregoing, the New Account Opening Service is not offered to minors. We do not knowingly offer the New Account Opening Service to nor collect any personal information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the New Account Opening Service, you represent that you meet these requirements.

## J. eStatements

When you enroll in eStatements (electronic Account Statement) you agree to the Agreement, Disclosure and Consent for Account eStatements listed below:

### 1. Scope of Record to Be Provided in Electronic Form.

By enrolling in eStatements, you are consenting to receiving, and authorizing us to periodically make available to you: (a) statements of your Xceed Financial account(s) (not including credit card account(s) and/or mortgage loan(s) sub-serviced by Dovenmuehle Mortgage, Inc.), ("Account"); and (b) any legal and/or regulatory disclosures or communications applicable to the Account we chose, at our sole discretion, to deliver or make available to you (collectively "Account Statements") by electronic means ("Consent"). You agree that electronic delivery will satisfy Xceed Financial's requirement to provide you with Account Statements of your Account. As an example, the Account eStatement may contain legally required notification of changes to the terms and conditions related to your Account. You understand and agree that the Account eStatement may be your only notification of the payment due on the Account.

### 2. Method of Providing Account Statements to You in Electronic Form.

Account Statements that we provide to you in electronic form will be provided either (1) via email, (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you to download a Portable Document Format (PDF) file.

### 3. How to Withdraw Consent.

You have a right to receive your Account Statements in paper or non-electronic form. You may withdraw your Consent by logging on to Xceed Online, clicking the eStatements button, clicking on the Deliver Options link and selecting the option for U.S. Mail. You may also withdraw your Consent by sending a written and signed request to: Xceed Financial Federal Credit Union, Attn: Contact Center, 888 North Nash Street, El Segundo, CA 90245; or by calling us at 800.XFCU.222 (800.932.8222). At our sole option, we may treat your provision of an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your Consent to receive Account eStatements. We will not impose any fee to process the withdrawal of your Consent to receive Account eStatements. However, mailed paper Account Statements may incur a fee as stated in your Account agreements. Any withdrawal of your Consent to receive Account eStatements will be effective only after we have a reasonable period of time to process your withdrawal.

## Online Service Agreement For Consumers

### 4. How to Update Your Records.

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Agreement and your Account(s), and to maintain and update promptly any changes to such information. You can update information (such as your email address) through Xceed Online, or by calling us at 800.XFCU.222 (800.932.8222), or by sending us a written and signed request to: Xceed Financial Federal Credit Union, Attn: Contact Center, 888 North Nash Street, El Segundo, CA 90245.

### 5. Hardware and Software Requirements.

In order to access, view, and retain Account eStatements that we make available to you, you must have:

- a. An Internet browser that supports 128 bit encryption;
- b. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- c. An email account with an Internet service provider and e-mail software;
- d. A personal computer (for PC's: Pentium 120 Hhz or higher; for Macintosh, Power Mac 9500, Power PC 604 processor 120-MHz Base or higher);
- e. A computer system meeting the following minimum requirements: Windows 98, 2K/NT/XP with browser Internet Explorer 8.0 and above;
- f. Operating system and telecommunications connections to the internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via a plain text-formatted email or by access to our web site using one of the browsers specified above; and
- g. Software that enables you to view files in the Portable Document Format ("PDF"). For example: an Adobe Acrobat Reader Software. The Adobe Acrobat Reader may be downloaded from the Adobe website or at the following website if you do not already have it: <http://www.adobe.com/products/acrobat/readstep2.html>.

### 6. Requesting Paper Copies.

After your Consent to obtain Account eStatements, you can obtain a paper copy of an Account Statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the Account Statement to you. To request a paper copy, contact us by: calling us at 800.XFCU.222 (800.932.8222); sending us a secured email via Xceed Online; or writing to us at Xceed Financial Federal Credit Union, Attn: Contact Center, 888 North Nash Street, El Segundo CA 90245. Requests for copies of Account Statements with us will incur a fee as stated in your Account agreements.

### 7. Communications in Writing.

Account Statements in either electronic or paper format 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. We strongly advise that you download and save your Account eStatement to your personal computer or print out a copy of your Account eStatement (and check images if applicable). You can access your statements for up to 12 months through Xceed Online.

### 8. Federal Law.

You acknowledge and agree that your Consent to Account eStatement 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, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

## Online Service Agreement For Consumers

### 9. Termination/Changes.

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

### 10. Other Provisions.

(a) In this Agreement, Account does not include credit card and/or mortgage loan(s) sub-serviced by Dovenmuehle Mortgage, Inc. A separate enrollment is required to obtain credit card account and/or mortgage loan(s) sub-serviced by Dovenmuehle Mortgage, Inc. statements electronically. (b) On or shortly following the first day of each month, we will send you an email message that your Account eStatement is available, along with instructions on how to retrieve your Account eStatement. (c) Only the primary owner of an Account has access to enroll for Account eStatement. (d) Account eStatement notifications can be sent to only one email address. (e) Write to us at Xceed Financial Federal Credit Union, Attn: Contact Center, 888 North Nash Street, El Segundo, CA, 90245, or telephone us at 800.XFCU.222 (800.932.8222) as soon as you can if you think your Account eStatement is wrong, or if you need more information about an item on your Account eStatement. **We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.**

You acknowledge and agree that: (i) you have read, understand, and agree to be bound by the terms and conditions described above (ii) you consent to receive Account eStatements according to the process described above; (iii) your system meets the minimum requirements set forth above; (iv) you have the ability to access our website, read and print any Account Statements that we electronically provide or make available to you at this website or via email; (v) your Consent shall also constitute Consent by any and all joint-owners, co-borrowers and/or authorized users on your Account(s); and (vi) you have provided us with a current e-mail address at which we may send Account Statement and related notifications to you.

### K. Xceed Online for Credit Cards.

This section describes the additional terms and conditions governing the use of Xceed Online for Credit Cards. If you have a credit card account with us and you are enrolled in Xceed Online, you are automatically enrolled in Xceed Online for Credit Cards and may not unilaterally cancel such access. Xceed Online for Credit Cards may be used by the primary and/or any joint account-holder to access certain information and services regarding a credit card account with us. Your access to or use of Xceed Online for Credit Cards constitutes your agreement to be bound by all of the terms and conditions of this Agreement. There is no additional fee for accessing your account information through Xceed Online for Credit Cards. However, other fees may apply in connection with your credit card account, as described under the terms of your cardholder agreement or in connection with any specific offer for certain products or services.

Your access to or use of Xceed Online for Credit Cards may be terminated or suspended by us, in whole or in part, at any time for any reason with or without prior notice. Examples of reasons for termination or suspension include, but are not limited to:

1. You have reported your card as lost or stolen.
2. Your credit card account has been closed with a zero balance.
3. Possible or confirmed fraudulent activity has occurred on your credit card account.
4. Your credit card account has been reported with a bankruptcy status.
5. Your credit card account has been reported with a charged-off status.
6. Whole or partial, and permanent or temporary, termination of Xceed Online for Credit Cards.

This Credit Union is federally insured by the National Credit Union Administration.

